



To: Qualified Advertising Firms

From: Greg Downing, Executive Director

Subject: **EXTERIOR AND INTERIOR BUS ADVERTISING
AND BUS SHELTER ADVERTISING**

Date: **October 2, 2026**

The South Central Transit Authority (SCTA), Susquehanna Regional Transportation Authority (SRTA), Lebanon Transit (LT) and Luzerne County Transportation Authority (LCTA) are public transit operators and are requesting proposals from qualified advertising firms for the sale of exterior and interior advertising space on its buses and shared ride vehicles in accordance with the requirements of the Federal Transit Administration and the Pennsylvania Department of Transportation. As part of this solicitation, SCTA and SRTA are requesting proposals for the sale of advertising on transit bus shelters. Proposals are requested for a five (5) year contract; the first two (2) years will be the base contract and the remaining three (3) years will be annual option years. The contract will commence January 1, 2027.

Proposals will be accepted until 2:00 p.m. prevailing time, Thursday, November 5, 2026.

To Submit a proposal on this project, Click on “Open Public Opportunities”, and “View Opportunity” for the subject project. All contractors interested in receiving the documents can download via PennBid and will be requested to register with Pennbid

REQUEST FOR PROPOSALS
SALE OF EXTERIOR AND INTERIOR BUS ADVERTISING
AND BUS SHELTER ADVERTISING
For The
SOUTH CENTRAL TRANSIT AUTHORITY
LUZERNE COUNTY TRANSPORTATION AUTHORITY
SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY
and
LEBANON TRANSIT
PROJECT #17-2026
October 2, 2026

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REQUEST FOR PROPOSALS
SALE OF EXTERIOR AND INTERIOR BUS ADVERTISING AND BUS SHELTER
ADVERTISING

The South Central Transit Authority (SCTA) on behalf of itself and Susquehanna Regional Transportation Authority (SRTA), Lebanon Transit (LT) and Luzerne County Transportation Authority (LCTA) are seeking proposals from qualified advertising firms to act as a representative for each Authority for the sale of exterior and interior advertising space on its buses and shared ride vehicles for each of the Authority's service areas. SCTA and SRTA are also seeking proposals for the sale of advertising space on bus shelters. Hereinafter a reference to "Authority" refers to the above-listed transit authorities.

Request for Proposals will be received electronically via Penn Bid at <https://pennbid.bonfirehub.com/> until 2:00 p.m. prevailing time, Thursday, November 5, 2026.

All proposals and agreements are subject to all applicable state and federal laws and to a financial assistance contract between the Authority's and the U.S. Department of Transportation Federal Transit Administration and the Pennsylvania Department of Transportation.

Contractors and subcontractors will be required to comply with all applicable Non-Discrimination, Non-Collusion, Contractor Integrity, Lobbying and Debarment laws and regulations and to certify they are not on the Comptroller General's list of ineligible contractors.

Disadvantaged business enterprise participation is encouraged. DBE's shall be afforded full consideration of their response and will not be subject to discrimination. However, a DBE goal has not been established for this Contract.

SCTA on behalf of SRTA, LT and LCTA reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive informalities as it deems to be in its best interest.

All documents, specifications and solicitation details are available at no cost electronically at PennBid – <https://pennbid.bonfirehub.com> Proposers will be requested to register with PennBid.

For information, contact Keith Boatman, Director of Capital Projects & Planning at (717) 947-7286 or kboatman@sctapa.com

Greg Downing
Executive Director
SCTA

REQUEST FOR PROPOSALS
SALE OF EXTERIOR AND INTERIOR BUS ADVERTISING AND
BUS SHELTER ADVERTISING
(Project #17-2026)

I. INTRODUCTION

The South Central Transit Authority (SCTA) is responsible for operating the public transportation service in Lancaster County under the name of the Red Rose Transit Authority (RRTA). SCTA is also responsible for operating the public transportation service in Berks County under the name of the Berks Area Regional Transportation Authority (BARTA).

The Susquehanna Regional Transportation Authority is responsible for operating fixed route and shared ride transportation service in Dauphin, Cumberland, Adams and York Counties. In addition, SRTA operates shared ride service in Columbia, Cumberland, Franklin, Montour, Northumberland, Perry, Snyder and Union Counties in Pennsylvania.

The County of Lebanon Transit (LT) is responsible for operating fixed route and shared ride transportation service in Lebanon County.

The County of Luzerne (LCTA) is responsible for operating fixed route and shared ride transportation service in Luzerne County.

For this RFP, hereinafter a reference to Authority includes SCTA, SRTA, LCTA and LT.

A breakout of population (Census 2020 population for counties served by transit authority), combined ridership for the fixed route and shared ride system, and the number of fixed route and shared ride vehicles for each system is presented in the table below.

<u>System</u>	<u>2025 Population</u>	<u>No. of Buses (As of 7/1/26)</u>	<u>No. of Shared Ride Vehicles (As of 7/1/26)</u>
SCTA/Berks	440,072	50	52
SCTA/Lancaster	563,159	43	66
SRTA	3,096,556	105	126 (1)
LCTA	332,126	40	47
LT	146,380	18	16
TOTAL	4,578,293	240	378

Notes: (1) Combined population for Adams, Columbia, Franklin, Montour, Northumberland, Perry, Snyder, Union and York Counties.

A summary of the revenue received from the current contractor by the authorities is provided below for the last three fiscal years ending June 30th. The terms of the current contract provide for an Authority to receive a guarantee per bus and for bus shelter advertising or a percentage of the net sales collected, whichever is greater.

Lebanon Transit (LT) has been handling the sale of advertising space on its buses on their own. LT reported

the ad revenue they have been able to generate from their sales.

This RFP includes advertising on SRTA bus shelters. However, no past revenue figures are available

Exterior and Interior Bus Advertising

<u>System</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
SCTA/BARTA	\$ 93,906	\$ 45,937	\$214,530
SCTA/RRTA	\$ 81,680	\$ 38,198	\$156,922
LCTA	\$129,996	\$129,996	\$129,996
SRTA	\$866,830	\$654,603	\$561,060
Lebanon Transit	\$ 35,090	\$ 30,136	\$ 16,238

Bus Shelter Advertising

<u>System</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
SCTA/BARTA	\$ 31,302	\$ 15,312	\$ 71,510
SCTA/RRTA	\$ 61,618	\$ 28,816	\$118,380
SRTA	\$12,366	\$ 8,274	\$ 4,312
LCTA	\$20,000	\$20,000	\$20,000

II. SCOPE OF SERVICES

Project Overview

The South Central Transit Authority (“SCTA”), on behalf of itself and the participating transit agencies identified in this solicitation, is soliciting proposals from qualified advertising firms (“Contractor” or “Concessionaire”) for the marketing, sale, production, installation, maintenance, removal, and administration of advertising displayed on exterior and interior advertising spaces throughout the participating transit systems.

The participating transit agencies include:

- South Central Transit Authority (SCTA), including its Lancaster and Reading operations;
- Susquehanna Regional Transportation Authority (SRTA);
- Lebanon Transit (LT); and
- Luzern County Transportation Authority (LCTA).

The participating agencies collectively operate fixed-route buses, shared-ride/paratransit vehicles, and other transit vehicles as identified in **Exhibit A**. A current active vehicle fleet listing for each participating agency is provided in Exhibit A.

The fleet quantities and vehicle types identified in Exhibit A are provided for informational and planning purposes only. Neither SCTA nor any participating agency guarantees that the number, type, configuration, active fleet, peak fleet, or availability of vehicles will remain constant throughout the term of the Agreement. Fleet quantities may change as a result of vehicle replacement programs, funding availability, service modifications, changes in

ridership or service demand, fleet utilization, vehicle retirement, or other operational requirements.

The successful Contractor shall be responsible for developing and implementing an effective advertising program designed to maximize advertising revenue while complying with all applicable agency advertising policies, operational requirements, safety requirements, and the terms and conditions of the resulting Agreement.

As part of this solicitation, **SCTA, SRTA, LT, and LCTA** are also requesting proposals for the marketing and sale of advertising space on transit bus shelters and other designated transit facilities, where applicable. Additional requirements for transit shelter advertising are provided in **Section C – Bus Shelter Advertising Services**.

The current Advertising Policies applicable to SCTA and the participating agencies are included in **Attachment B**. The Contractor shall comply with the applicable Advertising Policy of each participating agency throughout the term of the Agreement. Each participating agency reserves the right to amend or update its Advertising Policy during the term of the Agreement, subject to the provisions of the resulting Agreement and applicable law.

For purposes of this Scope of Services and the resulting Agreement, SCTA, SRTA, LT, and LCTA may individually be referred to as an “**Authority**” or “**Agency**” and collectively as the “**Participating Agencies**” or “**Authorities**,” as applicable.

B. Exterior and Interior Bus Advertising Services

1. General Advertising Services

The Contractor shall be responsible for all aspects of the advertising program, including, but not limited to:

- Developing and implementing an advertising sales and marketing program;
- Soliciting and securing advertisers;
- Preparing and administering advertising contracts;
- Coordinating artwork and production;
- Producing advertising materials;
- Collecting and accounting for advertising revenues;
- Installing advertising materials;
- Inspecting advertising installations;
- Maintaining advertising materials while installed;
- Removing advertising materials at the expiration or termination of an advertising contract;
- Repairing or correcting damage resulting from improper installation or removal;

- Maintaining appropriate records of advertisers, contracts, revenues, installations, and removals;
- Providing required reports to the applicable Participating Agency; and
- Performing all other activities reasonably necessary to administer the advertising program.

Each Participating Agency will designate a representative to serve as the primary point of contact for operational coordination. The Agency representative will primarily coordinate vehicle availability, facility access, and other operational matters. The Contractor shall remain solely responsible for the management and administration of its advertising program.

The Contractor shall ensure that all advertising displays, graphics, materials, installation methods, and workmanship meet or exceed generally accepted industry standards and the requirements established by the applicable Participating Agency.

All advertising content shall be subject to the applicable Advertising Policy and any review and approval requirements established by the respective Participating Agency. Each Participating Agency reserves the right to reject advertising that does not comply with its Advertising Policy, the resulting Agreement, applicable law, or other applicable requirements.

Advertising for firearms, alcohol, tobacco products, or other products, services, or subject matter prohibited by the applicable Advertising Policy shall not be displayed.

Political advertising, if permitted under an individual Participating Agency's Advertising Policy, shall be administered in accordance with that policy and all applicable legal requirements.

The Contractor shall not display any advertising until all required approvals have been obtained from the applicable Participating Agency.

2. Existing Advertising Contracts and Transition

To facilitate an orderly transition between advertising contractors, the successful proposer shall agree to accept assignment, if applicable, from SCTA or an individual Participating Agency, or its designated nominee, of advertising contracts that are in effect immediately prior to the commencement date of the resulting Agreement.

For advertising contracts assigned to the Contractor, the Contractor shall pay the applicable Participating Agency or its designated nominee a commission equal to **fifteen percent (15%) of the advertising revenues generated from such assigned contracts**, unless otherwise established in the resulting Agreement.

The Contractor shall cooperate fully with SCTA, the Participating Agencies, and any outgoing advertising contractor to ensure an orderly transition of existing advertising accounts, contracts, artwork, advertising schedules, and other information necessary to continue the advertising program without unnecessary disruption.

Upon expiration or termination of the Agreement, if the Agreement is not renewed or extended and the incumbent Contractor is not awarded a successor agreement, the outgoing

Contractor may be entitled to compensation equal to **fifteen percent (15%) of the value of advertising contracts in force as of the termination date**, for a period not to exceed twelve (12) months, subject to the terms and conditions of the resulting Agreement.

The Contractor shall provide SCTA and/or the applicable Participating Agency with a current listing of all active advertising contracts upon request and, at a minimum, upon expiration or termination of the Agreement.

3. Vehicle Access, Installation, Removal, and Maintenance

All installation, removal, maintenance, inspection, and other Contractor activities shall be performed in a manner that does not interfere with the normal operations of SCTA or any Participating Agency.

The Contractor shall coordinate all vehicle access and work activities with the applicable Agency representative.

Each Participating Agency will provide reasonable access to its vehicles and facilities at times determined by that Agency based upon operational requirements. **No Participating Agency shall be required to remove a vehicle from revenue service solely for the purpose of installing, maintaining, repairing, or removing advertising.**

The Contractor shall provide the applicable Participating Agency with at least **seventy-two (72) hours' advance notice** before entering Agency property to perform advertising-related work. The notice shall identify:

- The date and anticipated time of the work;
- The location where the work will be performed;
- The nature of the work;
- The number of vehicles involved; and
- The specific vehicle numbers, if known or required.

If the Contractor requires access to a specific vehicle or group of vehicles, the Contractor shall submit a request to the applicable Participating Agency for vehicle availability. The Agency will advise the Contractor whether the requested vehicle(s) can be made available based upon operational requirements.

Contractor personnel shall comply with all applicable Agency safety, security, access-control, environmental, and facility requirements.

4. Advertising Work and Storage Areas

Each Participating Agency may provide up to **200 square feet of work and/or storage space at a designated bus storage or operating facility**, subject to availability and the operational requirements of that Agency.

Any space provided to the Contractor shall be used solely for purposes related to the performance of the resulting Agreement unless otherwise authorized in writing by the applicable Participating Agency.

The Contractor shall maintain all Agency-provided work and storage areas in a clean, orderly, safe, and presentable condition.

The Contractor shall promptly remove obsolete, damaged, expired, or unusable advertising materials and shall remove all Contractor-owned materials, equipment, and property upon expiration or termination of the Agreement.

5. Illustrated, Full-Wrap, and Specialty Advertising

Each Participating Agency may permit the use of **illustrated buses, partial wraps, full wraps, or other specialty advertising treatments**, subject to the prior written approval of the applicable Agency.

Each Participating Agency retains sole discretion regarding whether a particular vehicle may be used for specialty advertising and whether a proposed advertising concept, design, material, or installation method is acceptable.

Prior to production or installation, the Contractor shall submit the proposed advertising artwork, design, installation specifications, materials, and other information requested by the applicable Participating Agency for review and approval.

Unless otherwise approved in writing by the applicable Agency:

- The front or nose of the bus shall not be covered;
- The first curbside passenger window adjacent to the front entrance door shall remain uncovered;
- Emergency exits, safety equipment, lights, mirrors, cameras, destination signs, identification numbers, accessibility equipment, doors, ventilation systems, or other required vehicle components shall not be obstructed; and
- Required vehicle markings and regulatory information shall remain visible.

The Contractor acknowledges that SCTA and the Participating Agencies cannot guarantee that an illustrated or wrapped bus will operate on a particular route or remain assigned to a particular route or service.

The Contractor shall be responsible for any damage to a vehicle resulting from the installation, maintenance, or removal of advertising materials.

Prior to installation of any full or partial wrap or other specialty advertising treatment, the Contractor shall provide a **\$10,000 bond, letter of credit, insurance-backed guarantee, escrow, or other financial guarantee acceptable to the applicable Participating Agency** for each proposed wrapped vehicle.

The Contractor shall restore the vehicle to the condition existing immediately prior to installation, ordinary wear and tear excepted, upon removal of the advertising.

Alternative proposals for protecting SCTA and the Participating Agencies against damage caused by specialty advertising installation or removal will be considered, provided that the proposed alternative provides an equivalent or greater level of protection.

6. Agency and Partnership Advertising

Each Participating Agency reserves the right to designate and reserve advertising space on its vehicles for Agency-sponsored advertising, public information campaigns, governmental programs, community partnerships, public service announcements, emergency communications, or other purposes approved by the applicable Agency.

Unless otherwise identified in the Proposal Form or resulting Agreement, each Participating Agency may reserve up to **five (5) exterior advertising spaces** on its vehicles for such purposes.

Reserved advertising spaces shall not be included in the Contractor's available advertising inventory or revenue calculations unless otherwise authorized in writing by the applicable Participating Agency.

SCTA, SRTA, LT, and LCTA each reserve the right to modify the number or location of reserved advertising spaces based upon their individual operational, communications, or partnership needs.

The Contractor shall coordinate the use of reserved advertising spaces with the applicable Agency representative and shall install, maintain, and remove Agency-provided materials when requested, provided such work is included within the scope of the resulting Agreement.

7. Advertising Inventory and Vehicle Availability

The Contractor shall maintain an accurate inventory of all advertising positions available on the fleets and facilities of SCTA and the Participating Agencies.

Advertising inventory may include, as applicable:

- Exterior advertising panels;
- Interior advertising panels;
- King-size or equivalent exterior advertising positions;
- Full-side advertising;
- Rear advertising;
- Interior cards and panels;
- Specialty advertising;
- Full or partial vehicle wraps;
- Transit shelter advertising; and

- Other advertising opportunities approved by the applicable Participating Agency.

Neither SCTA nor any Participating Agency guarantees any minimum number of advertising spaces, vehicles, routes, facilities, impressions, ridership levels, advertising contracts, or advertising revenues.

Advertising inventory may change throughout the term of the Agreement due to fleet changes, vehicle downtime, maintenance requirements, service changes, vehicle replacement or retirement, safety requirements, or other operational considerations.

8. Advertising Materials and Vehicle Condition

All advertising materials shall be of professional quality and suitable for the intended application.

The Contractor shall use materials and installation methods that are appropriate for transit vehicle use and compatible with the applicable vehicle surfaces.

The Contractor shall ensure that all advertising materials can be removed without unreasonable damage to Agency vehicles or facilities.

The Contractor shall inspect advertising installations periodically and shall promptly correct or remove advertising that is damaged, peeling, detached, faded, improperly installed, or otherwise presents an unacceptable appearance or safety concern.

The applicable Participating Agency may require the Contractor to remove or correct an advertising display that creates a safety concern, violates the applicable Advertising Policy, damages Agency property, or otherwise fails to meet the requirements of the resulting Agreement.

9. Advertising Revenue and Reporting

The Contractor shall be responsible for the collection and accounting of all advertising revenues generated under the resulting Agreement.

The Contractor shall maintain complete and accurate records for each SCTA operation and each Participating Agency, including:

- Advertiser name;
- Advertising contract;
- Contract term;
- Advertising location and vehicle or facility;
- Advertising rate;
- Gross advertising revenue;
- Applicable commissions or revenue-sharing amounts;

- Installation and removal dates;
- Amounts collected; and
- Other information reasonably requested by SCTA or the applicable Participating Agency.

Revenue reporting shall clearly identify advertising activity and revenues attributable to each participating transit system.

The Contractor shall provide periodic revenue and activity reports in the format and frequency established in the resulting Agreement.

Each Participating Agency shall have the right, upon reasonable notice, to review and audit records relating to advertising activities and revenues generated on its vehicles, shelters, and facilities.

10. Compliance with Agency Policies

The Contractor shall comply with all applicable Advertising Policies, operating rules, safety requirements, insurance requirements, and other provisions of the resulting Agreement for SCTA, SRTA, LT, and LCTA.

Where a conflict exists between the Contractor's advertising practices and the policy or operational requirements of an individual Participating Agency, the applicable Agency's Advertising Policy and the terms of the resulting Agreement shall govern with respect to advertising displayed on that Agency's vehicles, shelters, or facilities.

The Contractor shall ensure that all advertisers understand that acceptance of an advertising contract does not guarantee final approval of advertising content or continued display of the advertisement if the advertising is subsequently determined to violate the applicable Advertising Policy, the resulting Agreement, or applicable law.

11. Direct Agency Advertising Agreements

Notwithstanding any other provision of this RFP or resulting Contract, the Transit Agency reserves the right to independently negotiate and enter into advertising, sponsorship, or promotional agreements with private entities for advertising on one (1) or more Agency-owned transit buses.

Such agreements may include, but are not limited to, full-bus wraps, partial wraps, exterior advertising, interior advertising, vehicle sponsorships, promotional campaigns, or other forms of advertising approved by the Transit Agency.

Advertising agreements entered into directly by the Transit Agency shall not be subject to the Contractor's standard advertising commission, revenue-sharing arrangement, or minimum revenue requirements unless specifically agreed to in writing by the Transit Agency.

The Contractor shall reasonably cooperate with the Transit Agency and any Agency-approved advertiser in implementing such advertising agreements, including coordination of artwork, installation, removal, maintenance, and restoration of the vehicle.

The Transit Agency retains sole authority to determine whether a proposed advertiser, advertising campaign, sponsorship, or promotional agreement is acceptable under the Transit Agency's applicable advertising policy and governing requirements.

C. BUS SHELTER ADVERTISING SERVICES

1. Identification and Management of Existing Bus Shelters

The Participating Agencies currently have bus shelters with advertising display panels located throughout their respective service areas. The Contractor shall be responsible for the marketing, sale, installation, removal, management, and cleaning of advertising displayed at participating bus shelters, subject to the terms of the Agreement and each applicable Agency's Advertising Policy.

a. **South Central Transit Authority (SCTA)** – SCTA currently has approximately **64 bus shelters with advertising display panels**, consisting of approximately **36 shelters in Berks County** and **28 shelters in Lancaster County**. A listing of the existing shelters is provided in **Exhibits B and C**. The Contractor shall be responsible for the sale, installation, removal, management, and cleaning of advertising displayed at these shelters. Compensation and treatment of existing advertising contracts shall be addressed in accordance with the Agreement.

b. **Susquehanna Regional Transportation Authority (SRTA)** – SRTA currently has approximately **30 bus shelters with advertising display panels** located within its service area, as identified in **Exhibit D**.

c. **LCTA** – LCTA currently has approximately **20 bus shelters with advertising display panels** located within its service area, as identified in **Exhibit E**.

The quantities identified above are provided for informational and planning purposes only and are not a guarantee of a minimum number of shelters, advertising locations, advertising impressions, or revenue opportunities. Shelter locations and quantities may change during the term of the Agreement due to construction, replacement, relocation, service changes, municipal requirements, property availability, funding, maintenance considerations, or other operational needs.

The Participating Agencies and Contractor may jointly identify potential locations for future bus shelters and advertising opportunities. Future locations shall be evaluated in coordination with the applicable Agency, Contractor, municipality, property owner, and other governmental entities as appropriate. Consideration may include, but shall not be limited to, ridership, site suitability, pedestrian and ADA accessibility, traffic and roadway conditions, safety, visibility, utility availability, property ownership, municipal and PennDOT requirements, permitting, maintenance responsibilities, revenue potential, and Title VI/environmental justice considerations.

2. Shelter Design and Procurement

The Participating Agencies may replace, modify, relocate, or add bus shelters during the term of the Agreement. The applicable Agency shall determine the appropriate shelter design based on operational requirements, site conditions, availability, procurement requirements, cost, maintenance considerations, accessibility, aesthetics, and other Agency needs.

New or replacement shelters may include advertising display panels, lighting or solar lighting, seating, trash receptacles, accessible boarding and pedestrian areas, and other amenities determined appropriate by the applicable Agency.

Each Agency shall be responsible for procuring new or replacement shelters in accordance with its applicable procurement requirements. Unless otherwise provided in the Agreement, the applicable Agency shall retain ownership of the shelter structures, advertising display cases, foundations, pads, seating, trash receptacles, electrical or solar infrastructure, and other Agency-owned shelter components.

3. Installation of Shelters with Advertising Display Panels

a. Shelter Installation

The applicable Participating Agency will generally be responsible for arranging the installation of new transit shelters at locations jointly evaluated and approved by the Agency and Contractor.

The applicable Participating Agency will coordinate the acquisition of necessary property rights and obtain required approvals from property owners, municipalities, PennDOT, and other governmental or regulatory entities, as applicable.

The Contractor shall provide information and reasonable assistance requested by the applicable Participating Agency in connection with municipal, PennDOT, property-owner, or other approval processes, particularly information relating to advertising display requirements, dimensions, visibility, lighting, electrical requirements, and advertising-related components.

The Contractor shall not independently install a transit shelter or advertising display structure without the prior written authorization of the applicable Participating Agency.

b. Electrical Service and Advertising Display Lighting

The applicable Participating Agency will generally be responsible for coordinating the installation of required electrical service from the local utility when electrical service is required for the advertising display or shelter.

The applicable Participating Agency will be responsible for installation costs associated with providing electrical service to the shelter unless otherwise specified in the resulting Agreement.

Illumination of an advertising display shall be subject to the availability of electrical service or an approved alternative power source, including solar power where applicable.

Unless otherwise provided in the resulting Agreement, the applicable Participating Agency shall be responsible for the ongoing utility costs associated with electricity used to illuminate advertising displays.

The Contractor shall be responsible for the proper operation, maintenance, and replacement of advertising display components for which the Contractor is specifically assigned responsibility under the resulting Agreement.

4. Maintenance of Shelters and Advertising Display Panels

Unless otherwise specifically assigned to the Contractor in the resulting Agreement, the applicable Participating Agency shall be responsible for the general maintenance of the transit shelter structure and surrounding area.

Agency maintenance responsibilities may include:

- Periodic cleaning of the shelter;
- Maintenance of the shelter structure;
- Cleaning of the immediate surrounding area;
- Emptying of trash receptacles owned or maintained by the Agency;
- Repair or replacement of damaged shelter panels;
- Repair of vandalism to the shelter structure;
- Maintenance of shelter seating; and
- Maintenance of electrical or lighting systems owned and operated by the Agency.

The Contractor shall be responsible for maintaining the advertising display areas associated with advertisements sold by the Contractor.

Contractor responsibilities shall include, as applicable:

- Cleaning advertising display cases;
- Replacing damaged advertising materials;
- Removing obsolete or expired advertisements;
- Repairing or replacing Contractor-provided advertising display components;
- Maintaining the appearance of advertising displays; and
- Promptly reporting damage, vandalism, or maintenance issues to the applicable Participating Agency.

The Contractor shall promptly notify the applicable Participating Agency of any condition involving the shelter that may create a safety hazard or require Agency maintenance.

5. Advertising Displays

a. Advertising Content

All advertising displays shall comply with the Advertising Policy of the applicable Participating Agency and shall be subject to any required Agency review and approval.

Advertising shall be of professional quality and shall not be displayed if it violates applicable law, the resulting Agreement, or the applicable Advertising Policy.

Advertising for firearms, alcohol, tobacco products, or other products or services prohibited under the applicable Advertising Policy shall not be permitted.

Political advertising, if permitted by the applicable Participating Agency's Advertising Policy, shall be administered in a fair, impartial, and viewpoint-neutral manner and in accordance with applicable law.

Any advertising display determined by the applicable Participating Agency to violate the Advertising Policy or the resulting Agreement shall be removed or corrected by the Contractor promptly upon notification.

b. Appearance and Compatibility with Surroundings

The Contractor shall demonstrate an understanding of the importance of maintaining the aesthetic appearance of transit shelters and their surrounding environments.

Advertising displays shall be professionally designed, produced, and installed and shall be appropriate for the physical characteristics and general character of the location in which they are displayed.

The Contractor shall take reasonable care to ensure that advertising displays do not detract from the appearance, accessibility, safety, or functionality of the transit shelter.

The applicable Participating Agency may request that a specific product, service, advertisement, or advertising campaign not be displayed at a particular shelter when reasonably necessary because of the shelter's location, surrounding land use, community considerations, safety concerns, applicable policy, or other legitimate operational considerations.

c. Expiration and Removal of Advertising

Advertising containing date-sensitive information shall be removed within **ten (10) calendar days** following the expiration of the advertised event, promotion, offer, or other date-sensitive message.

The Contractor shall promptly replace expired, damaged, vandalized, faded, or otherwise unacceptable advertising materials.

The Contractor shall not allow vacant advertising display cases to remain in an unprofessional or unsightly condition for an unreasonable period.

d. Advertising Terms and Conditions

The Contractor shall comply with **Paragraph 7 of the Sample Agreement**, as well as all other applicable advertising terms and conditions contained in the RFP, and resulting Agreement.

D. REVENUE, PAYMENTS AND REPORTS

1. Revenue Proposal

The successful Contractor shall compensate each Participating Agency for the right to market and sell advertising on its vehicles, transit shelters, and other approved advertising locations in accordance with the financial terms contained in the Contractor's proposal and the resulting Agreement.

The proposal shall clearly identify the proposed financial arrangement for each Participating Agency:

- SCTA;
- SRTA;
- LT; and
- LCTA.

Depending upon the requirements identified in the Proposal Form, the Participating Agencies may consider:

- A percentage of gross advertising revenues;
- A guaranteed minimum annual payment;
- A combination of a guaranteed minimum payment and a percentage of revenues above the guaranteed amount;
- A fixed rental or concession payment; or
- Another clearly defined revenue arrangement proposed by the Contractor and acceptable to the applicable Participating Agency.

For purposes of calculating revenue sharing, any consideration received by the Contractor in lieu of cash payment for advertising space, including barter or in-kind consideration, shall be accounted for at its fair retail market value unless otherwise agreed to in writing by the applicable Participating Agency.

The Contractor shall clearly identify in its revenue proposal:

- Projected annual gross advertising sales;
- Proposed percentage of gross advertising revenues payable to each Participating Agency;
- Proposed minimum guaranteed payment, if applicable;
- Proposed payment methodology;

- Proposed payment schedule;
- Any exclusions or deductions proposed by the Contractor;
- Proposed revenue-sharing arrangement for illustrated, full-wrap, or specialty buses; and
- Any separate revenue arrangement proposed for transit shelter advertising.

The financial proposal shall be presented **separately for each Participating Agency**.

2. Payment Schedule

The Contractor shall include a proposed payment schedule in its proposal.

The Participating Agencies prefer **monthly payments based upon actual advertising revenues**, although quarterly payments may be considered if clearly identified in the Contractor's proposal and accepted by the applicable Agency.

If quarterly payments are proposed, the payment periods shall correspond with calendar-year quarters unless otherwise approved by the applicable Participating Agency.

All payments shall be accompanied by a revenue statement identifying the advertising activity and revenues upon which the payment is based.

3. Accounting and Reports

Each Participating Agency shall receive an individual accounting of advertising sold on its vehicles, transit shelters, and other advertising locations on at least a **monthly basis**.

Monthly reports shall, at a minimum, identify:

- Advertiser;
- Advertising location;
- Vehicle or shelter identification number, where applicable;
- Type of advertising;
- Contract start and expiration dates;
- Gross advertising revenue;
- Applicable commissions or revenue share;
- Amount payable to the Agency; and
- Other information reasonably requested by the applicable Participating Agency.

Upon request, the Contractor shall provide copies of advertising contracts, insertion orders, invoices, or other documentation supporting reported advertising revenues.

The Contractor shall maintain complete and accurate records relating to advertising sales and revenues for the duration of the Agreement and for the period required by applicable law and the resulting Agreement.

Each Participating Agency shall have the right to audit records relating to advertising sold on its vehicles, shelters, and facilities upon reasonable notice.

E. LENGTH OF CONTRACT

1. Contract Term

The resulting Agreement for exterior and interior bus advertising and transit shelter advertising shall have a base term of two (2) years, with the option for three (3) additional one-year extensions, subject to mutual written agreement between the applicable parties and the continued availability of funding and satisfactory Contractor performance.

The maximum potential contract term shall therefore be five (5) years.

The actual commencement date shall be established in the final Agreement and shall be based upon completion of the procurement process, contract execution, required approvals, and the transition schedule established by SCTA and the Participating Agencies.

The Authorities make no guarantee that all available extension options will be exercised.

III. PROPOSAL REQUIREMENTS

A. SUBMISSION DEADLINE

Request for Proposals will be received electronically via Penn Bid at <https://pennbid.bonfirehub.com/> until 2:00 p.m. prevailing time, Thursday, November 5, 2026.

Any proposal received after the stated deadline will be rejected in accordance with the applicable procurement requirements.

B. OVERVIEW OF PROPOSAL

Proposers shall provide all information requested in the RFP.

Proposers may submit additional supporting material as exhibits when necessary to clarify or enhance their proposal. Proposals should provide complete, concise, well-organized documentation. All exhibits and attachments shall be clearly identified and referenced within the proposal.

SCTA and the Participating Agencies are concerned with the quality, completeness, and relevance of the response rather than the quantity of material submitted.

Proposers are responsible for carefully reviewing the entire RFP and addressing each applicable requirement completely.

Proposers should identify any proprietary or confidential information in accordance with applicable Pennsylvania law and the procedures established in the RFP. Designation of information as confidential or proprietary does not guarantee that the information will be exempt from disclosure under the Pennsylvania Right-to-Know Law or other applicable law.

Upon submission, proposals become the property of SCTA and/or the applicable Participating Agencies and will not be returned, regardless of the disposition of the RFP, except as otherwise required by applicable law.

Proposals shall remain valid for the period specified in the RFP. Unless otherwise stated, proposals are expected to remain valid for at least ninety (90) days following the proposal submission deadline.

C. PROPOSAL CONTENT

Proposals shall include, at a minimum, the following information:

1. Firm Information

Firm name, business address, primary contact person, telephone number, email address, and other identifying information requested by the RFP.

2. Project Understanding

A written summary demonstrating the proposer's understanding of the project, including the nature and scope of the advertising services requested by SCTA, SRTA, LT, and LCTA.

The proposer shall describe its proposed approach to managing a multi-agency transit advertising program and coordinating advertising activities across multiple service areas.

3. Firm Qualifications and Financial Capacity

A description of the firm, including:

- Company history;
- Ownership;
- Size and organizational structure;
- Areas of specialty;
- Experience in transit advertising;
- Financial capacity to perform the services;
- Relevant licenses and registrations; and
- Evidence of required insurance or ability to obtain the required insurance.

4. Experience and Qualifications

A statement describing the firm's qualifications and ability to perform the requested services.

The proposer shall describe its philosophy and approach to transit advertising sales and provide information regarding its experience maximizing advertising revenue while complying with public transit agency advertising policies.

The proposer shall identify any legal actions, claims, defaults, or judgments against the firm within the past five (5) years involving failure to make payments, failure to perform required services, breach of an advertising concession agreement, or other materially similar matters.

5. Organization and Personnel

An organization chart and biographies and/or resumes of the principal individuals assigned to perform services under the Agreement.

The proposer shall identify:

- Staff assigned to the project;
- Positions held within the firm;
- Relevant advertising sales experience;
- Local sales representation;
- Account management personnel;
- Production and installation personnel; and
- Any subcontractors proposed for use.

The proposer shall identify and describe the role of any subcontractors, including any proposed DBE subcontractors.

6. Financial Proposal

The financial terms of the proposed Agreement shall be clearly stated.

The proposal shall include:

- Proposed revenue percentage payable to each Participating Agency;
- Proposed minimum guaranteed payment, if applicable;
- Proposed payment methodology;
- Proposed payment schedule;
- Proposed revenue split for illustrated, full-wrap, and specialty buses;
- Proposed financial arrangement for transit shelter advertising; and
- Any other proposed financial terms.

Financial terms shall be presented **individually for SCTA, SRTA, LT, and LCTA.**

7. References and Similar Contracts

A list of current and past contracts within the previous **five (5) years** involving similar advertising concession or transit advertising services.

For each contract, provide:

- Name of contracting entity;
- Type and scope of service;
- Address;
- Contact person;
- Telephone number;
- Email address;
- Contract term;
- Size of the transit system or advertising program; and
- Approximate annual advertising revenue, if permitted to disclose.

8. Local Sales Representation

A statement describing the availability of local sales representation and the proposer's ability to provide timely in-person service to the participating transit agencies and their respective service areas.

9. Proposed Contract Revisions

Proposers may identify proposed revisions to the terms and conditions contained in the Sample Agreement.

Any proposed revision shall be clearly identified, explained, and submitted in sufficient detail for SCTA and the Participating Agencies to evaluate.

10. FTA and Commonwealth of Pennsylvania Requirements

The proposer shall review Attachment A – FTA and Commonwealth of Pennsylvania Third Party Contract Provisions and shall include all certificates and certifications specifically identified in the RFP as required to be submitted with the proposal.

All required certifications shall be properly completed and signed by an authorized representative of the proposer.

The successful Contractor shall comply with all applicable Federal Transit Administration (FTA), U.S. Department of Transportation, Commonwealth of Pennsylvania, and other applicable federal, state, and local requirements incorporated into the resulting Agreement.

- Certificate 1 — Non-Collusion Statement (Required).
- Certificate 2 — Commonwealth Non-Discrimination/Sexual Harassment Clause (Required).
- Certificate 3 — Lobbying Certificate (Include if contract/subcontract exceeds \$100,000).

- Certificate 4-1 — Disadvantaged Business Enterprise Certification (Required).
- Certificate 4-2 — Affidavit of Disadvantaged Business Enterprise.
- Certificate 5 — Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion (Required for contracts/subcontracts over \$25,000).
- Certificate 6 — Contractor Integrity (Required).
- Certificate 7 — Federal Changes Acknowledgement (Required).
- Certificate 8 — Access to Records Certification (Required).
- Certificate 9 — Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion (Required).
- Certificate 10 — Prohibited Telecommunications Equipment or Services Certification (Required).

11. The proposal shall be signed by an official authorized to bind the offer.

D. SCHEDULE

The following is the expected schedule of activities associated with this RFP:

1.	Request for Proposals Advertised	October 2, 2026
2.	Deadline for Receipt of Questions	October 15, 2026
3.	Release of Last Addendum	October 21, 2026
4.	Proposals Due	November 5, 2026 (2:00 PM prevailing time)
5.	Interviews with Selected Firms (if needed)	November 11-12, 2026
6.	Award of Contract (scheduled)	November/December 2026

No pre-proposal meeting is scheduled.

IV. GENERAL CONDITIONS

- A. **CONTRACT:** Following the selection of a qualified firm to perform the bus advertising services, a contract for advertising services will be negotiated with each transit authority listed in this RFP. Once the negotiated contract is accepted by the parties, the selected firm shall within ten (10) days deliver to Authority in the form negotiated the Contract duly executed and its execution duly proved.

A sample of the Contract to be signed between the Authority and Contractor is included in the RFP. The sample Contract included is based on the executed contract between the previous contractor and SCTA.

Among other mutually agreed upon terms and conditions, the proposal should address and the contract include the following:

1. **AUTHORITY** shall be provided at no cost a minimum of 120 linear inches of interior space for use by each transit authority for authority purposes and shall be given the right to utilize any exterior space which is vacant and/or not under contract.
2. **AUTHORITY** shall have the right to remove or refuse any advertising that is objectionable to **AUTHORITY** or the community it serves if it deems the refusal or removal to be in **AUTHORITY**'s best interest.

3. The proposal shall include a provision to address the expansion of AUTHORITY's fleet and services it provides.
 4. Upon request, the Contractor shall provide to each Authority a monthly statement of advertisers showing the amounts invoiced and revenues received for their Authority, plus a listing by bus of advertisers posted. The Authority reserves the option of requesting the Contractor to provide a report of the advertising revenue received on a vehicle basis in order to comply with the reporting requirements established by the federal government.
- B. LATE PROPOSALS: No late proposals will be accepted or considered. SCTA will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. Late proposals will be returned unopened and unread.
- C. QUESTIONS AND REQUESTS: Any questions concerning the RFP shall be directed to:
<https://pennbid.bonfirehub.com/>
- D. ADDENDA: Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum which will be forwarded to all prospective firms or agencies on record no later than the close of business on Thursday, October 21, 2026. No interpretation of the meaning of the specifications or other contract documents will be made to proposers orally. Every request for such interpretation, including questions, clarifications or requests for changes, shall be submitted in PennBid. All addenda shall become part of the contract documents and must be reflected in the proposal submitted. All addenda will be issued to proposers of record. It is likely SCTA will compile and respond to all the questions or requests received over a short period of time. This approach means more than one addenda may be issued with the last addendum issued in accordance with the timeline described above. **PROPOSERS ARE ENCOURAGED TO BE FAMILIAR WITH AND USE THE ADDENDA PROCESS FOR RECEIVING ANSWERS TO QUESTIONS AND ADDITIONAL INFORMATION ON THE RFP.**
- E. DISCLAIMER: SCTA shall not assume any costs for the preparation of the proposal. The material and concepts presented in the proposal may or may not be used as part of this project. All materials, written, printed, or otherwise developed as part of this project, become the property of AUTHORITY members. Any firm/business/ contractor/individual that is currently in arrears to any transit authority listed in this RFP are ineligible to submit bids, proposals, or enter into any contract with any other authority until such time that any outstanding debts are paid in full.
- F. ADDITIONAL CLAIMS. Successful proposers shall make no claims and AUTHORITY shall not be liable for additional payment or any other concession because of the Proposer's misinterpretation or misunderstanding of the Contract, or failure to fully acquaint itself with any conditions relating thereto. Proposers shall carefully examine all documents to obtain knowledge of existing conditions, limitations and requirements.
- G. PROPOSAL COSTS AND CANCELLATION. SCTA reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive informalities as it deems to be in its best interest. Furthermore, SCTA reserves the right to cancel the award of the contract before execution if SCTA deems such cancellation to be in its best interest. In no event will SCTA have any liability for the rejection of a proposal or for the cancellation of such award. The proposer assumes sole risk and responsibility for expenses prior to

execution of a contract.

H. **THIRD PARTY CONTRACT PROVISIONS:** The contract entered into by AUTHORITY and the contractor shall include standard federal third party contract provisions as outlined in Attachment A, attached hereto. All proposals and agreements are subject to all applicable state and federal laws and to a financial assistance contract between AUTHORITY and the U.S. Department of Transportation Federal Transit Administration and the Pennsylvania Department of Transportation.

I. **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.** The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

In accordance with the regulations of the U.S. Department of Transportation (DOT) 49 CFR Part 26, DBE's, as defined in Part 26, have an equal opportunity to receive and participate in contracting and procurement activities of SCTA, including all DOT-assisted contracts. Attachment A, Paragraph #7, provides additional information and instructions on DBE participation. SCTA solicits and encourages disadvantaged business enterprise participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

J. **INSURANCE.** The successful proposer and its subcontractors shall provide Workers' Compensation Insurance, General Liability Insurance and Automobile Liability Insurance that complies with the requirements and statutes of the Commonwealth of Pennsylvania and as more fully described in the attached Sample Agreement. Upon the receipt of a request from AUTHORITY, the successful proposer shall provide AUTHORITY with an insurance certificate documenting that it is carrying the applicable and appropriate levels of insurance.

K. **INDEMNIFICATION.** The successful proposer will indemnify and hold AUTHORITY, its Board, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against AUTHORITY, its Board, its employees and agents as a consequence of any action or claim arising out the successful proposer's malfeasance, neglect or omission.

L. **PROTEST AND APPEAL PROCEDURES:** SCTA has in place Protest and Appeal Procedures that are in compliance with FTA Circular 4220.1G (Rev., January 17, 2025). The "Protest and Appeal Procedures" are described in Attachment A, "FTA and Commonwealth of Pennsylvania Third Party Contract Provisions."

M. **CONFIDENTIALITY OF PROPOSALS.** The proposer acknowledges that AUTHORITY is subject to laws pertaining to access to public records, including the Pennsylvania Right to Know Law, and acknowledges that any response by AUTHORITY to a request for information in accordance with the Right to Know Law is not a breach of this Contract. Further, the proposer agrees that any claim by it that the records, whether those records are in response to the RFP, part of the Contract, or related dealings with AUTHORITY, contain information that is confidential and/or proprietary, such claim must be done in accordance with the Right to Know Law.

V. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Proposals are due to SCTA on or before the time stated in this RFP. They are to be delivered to the address specified and must contain all copies as prescribed. Failure to submit any required certification could result in the proposal being rejected.

- B. Written proposals will be evaluated by a Technical Evaluation Committee (TEC), consisting of representatives from each authority, on the basis of the evaluation criteria shown in Section VI.
- C. Based on scores and rankings of the TEC, two to three firms **may** be selected to give oral presentations. The oral presentations will likely be conducted at SCTA's Administrative Offices, 45 Erick Road, Lancaster, PA 17601.
- D. Oral presentations will be evaluated on the basis of criteria shown below in addition to the quality of the presentations and responses to questions from the TEC.
- E. If suitable proposals are received, negotiations with the highest ranked firm will be pursued leading to the award of the contract. In the event AUTHORITY does not reach an agreement with the highest ranked firm, negotiations will be initiated with the second ranked firm and will continue with the next highest ranked firm, should that become necessary, until a contract can be negotiated. AUTHORITY considers all elements of the firm's proposal to be negotiable.
- F. SCTA reserves the right to accept or reject any or all proposals, in whole or in part, and to negotiate separately with any firm in a manner deemed appropriate to serve the best interests of SCTA.
- G. Once negotiations have been completed, award of a contract to the most responsible proposer, whose proposal is deemed to be in the best interests of AUTHORITY, will be recommended to the AUTHORITY Board. Upon approval of award, AUTHORITY will enter into a contract. All proposers will be notified in writing of the results. Each Authority board will take a separate action to authorize the award and execution of a contract with the successful proposer.

VI. EVALUATION CRITERIA

The following evaluation criteria will be given the weight listed below by the selection committee in their review of the proposals received:

- A. Financial Return (20 Points)
 - 1. The Evaluation Team will evaluate the level of revenue proposed to be paid to the Authority considering the projected sales.
- B. Proposer Qualifications (10 points)
 - 1. The Proposer's Qualifications will be evaluated based on the description of the past experience of the proposer. The discussion of past similar contracts should be detailed and specific and include the success of providing revenue to the system being served.
 - 2. The qualifications of the firm to engage in a contract providing bus shelter advertising services will also be evaluated. Beyond service history, the section should discuss such items as the structure of the corporation, the availability of corporate support and the financial viability of the firm.

3. The list of references shall include a list of customers within the past three years involving the provision of similar services.
2. Contractors shall identify any subcontractors to perform work under this project. Disadvantaged Business Enterprise (DBE) subcontractors should be clearly identified in the narrative portion of the proposal with the level of participation shown.

C. Personnel Qualifications (10 Points)

1. This criterion refers to the qualifications and experience of the management, sales and other personnel who will be assigned to the project by the contractor. Qualifications of professional personnel will be measured by experience and education, with reference to experience on similar projects as that described in the RFP. The proposer shall identify the individual to be assigned as the Project Manager.

D. Soundness of Approach (10 Points)

1. Emphasis here is on the techniques used in the execution of the project. Of equal importance is whether the approach is completely responsive to all written specifications and requirements contained in this RFP and if it meets AUTHORITY's objectives as outlined in Section II, Scope of Services. Proposed revisions to the terms and conditions of the contract, if any, will be evaluated.
2. Consideration will also be given to the ability of the proposer to deliver quality services as described that meet the requirements of AUTHORITY and to generate the projected revenues for AUTHORITY based on the proposed services.

EXHIBIT A – VEHICLE FLEET				
AUTHORITY	SERVICE	QUANTITY	MODEL	LENGTH
Capital Area	FR	52	GILLIG LF	40 FT.
Transit	FR	16	GILLIG LF	35 FT.
	FR	3	GILLIG LF	30 FT.
	FR	2	MCI COACH	45 FT.
	FR	3	NEOPLAN ARTICULATED	61 FT.
(Operated by CAT)	PT	32	E450	23 to 25 FT.
(Operated by Contractor)*	PT	17	E450	23 to 25 FT.
	Total Vehicles	125		
Note: The shared ride coach manufacturers for all counties include Challenger, Senator and Phoenix.				
* These vehicles are not housed at the CAT location.				
South Central	FR	30	GILLIG LF BRT	35 FT.
Transit	FR	20	GILLIG LF BRT	40 FT.
Authority				
(Reading)	SR	42	FORD E-450 PHOENIX	23.5 FT.
	SR	12*	FORD E-450 PHOENIX	23.5 FT.
South Central	FR	3	GILLIG LOW FLOOR BRT	30 FT.
Transit	FR	39	GILLIG LOW FLOOR BRT	35 FT.
Authority	FR	3	GILLIG LOW FLOOR BRT	40 FT.
(Lancaster)				
	SR	63*	FORD E-450 PHOENIX	23.5 FT.
	Total Vehicles	21		
* These vehicles are housed at a third party contractor's facility in Reading or Lancaster.				
Susquehanna Regional Transportation Authority				
Adams County	SR	23	FORD E450	23 to 25 FT.
	FR	2	GILLIG LOW FLOOR	30 FT.
	FR	2	FORD E450	25 FT.
	FR	1	GILLIG BRT	40 FT.
Columbia County	SR	18	FORD E450	23 to 25 FT.
Cumberland County	SR	28	FORD E450	23 to 25 FT.
Dauphin County	SR	29	FORD E450	23 to 25 FT.
	FR	61	GILLIG LOW FLOOR	29
Easton Coach Operated	SR	24	FORD E450	23 to 25 FT.
Franklin County	SR	22	FORD E450	23 to 25 FT.

Montour County	SR	7	FORD E450	20 ro 24 FT.
Northumberland County	SR	24	FORD E450	23 to 25 FT.
Perry County	SR	20	FORD E450	23 to 25 FT.
Union-Snyder Counties	SR	25	FORD E450	23 to 25 FT
York County	FR	9	GILLIG LOW FLOOR	30 FT.
	FR	11	GILLIG LOW FLOOR	35 FT.
	FR	5	GILLIG LOW FLOOR	40 FT.
	FR	2	MCI COACH	45 FT.
	FR	4	GILLIG BRT	40 FT.
	FR	4	FORD E450 VAN	25 FT.
	SR	50	FORD E450	23 to 25 FT.
	Total Vehicles	353		
LCTA	FR	40	GILLIG LOW FLOOR	35 FT
	SR	5	FORD MOBIL TRANS	17 FT
	SR	2	FORD MOBIL TRANS	19.5 FT
Lebanon Transit				
	FR	2	GILLIG LOW FLOOR	40 FT.
	FR	2	GILLIG LOW FLOOR	35 FT.
	FR	14	GILLIG LOW FLOOR	30 FT.
	SR	14	FORD E-450 VAN	23 FT.
	Total Vehicles	32		

Exhibit B Bus Shelters With Advertising Space in Berks County, PA

BARTA Shelter List		Sorted by Municipality	9.1.26
LOCATION	MUNICIPALITY	GOOGLE MAPS LINK	APPROXIMATE ADDRESS
Lancaster Ave and Elkins	Cumru Township	https://maps.app.goo.gl/5CXXynBuWwgvvpvH39	600 E Lancaster Ave, Shillington, PA 19607
Lancaster Ave and Summit	Cumru Township	https://maps.app.goo.gl/4qmb2gqMYJGrhKT29	1700 Lancaster Ave, Shillington, PA 19607
22nd and Perkiomen Ave	Mount Penn	https://maps.app.goo.gl/hmhgzWSVD7TnbBHD8	2147 Perkiomen Ave, Reading, PA 19606
23rd and Howard	Mount Penn	https://maps.app.goo.gl/bBaB2B5MNN4EgtHo9	7 N 23rd St, Reading, PA 19606
Perk and St Lawrence Ave	Mount Penn	https://maps.app.goo.gl/AUQEJ2WsBZxuBxkw8	2801 Perkiomen Ave, Reading, PA 19606
5th and Arby's	Muhlenberg Township	https://maps.app.goo.gl/yh8QdMFme3y4PKL59	3210 N 5th Street Hwy, Reading, PA 19605
5th and Bellevue @ CVS	Muhlenberg Township	https://maps.app.goo.gl/qYGF8P8HVJ56LKUA	3498 N 5th Street Hwy, Reading, PA 19605
5th and Bojangles	Muhlenberg Township	https://maps.app.goo.gl/BeRqrpv9Zt3L25576	3215 N 5th Street Hwy, Reading, PA 19605
5th and Ollie's	Muhlenberg Township	https://maps.app.goo.gl/sv24KQxKXJueXATM8	3240 N 5th Street Hwy, Reading, PA 19605
Bosco's North	Muhlenberg Township	https://maps.app.goo.gl/tzTUnBC2sf8h95a19	2910 N 5th Street Hwy, Reading, PA 19605
10th and Exeter @ BARTA	Reading	https://maps.app.goo.gl/Jq2MEB6sjZxnDq7i7	1700 N 11th St, Reading, PA 19604
10th and Green	Reading	https://maps.app.goo.gl/tWK7agtMgfBHkuXh6	400 N 10th St, Reading, PA 19604
10th and Penn St.	Reading	https://maps.app.goo.gl/GY53Z5DZE858nsxNA	1016 Penn St, Reading, PA 19602
11th and Penn on 11th St.	Reading	https://maps.app.goo.gl/pmQEdQwCh5koavHdA	across street from 1049 Penn St, Reading, PA 19601
11th and Rockland	Reading	https://maps.app.goo.gl/LRgTtWDgS4nhdnLq6	across from 1946 N 11th St, Reading, PA 19604
19th and Perkiomen Ave	Reading	https://maps.app.goo.gl/hmhgzWSVD7TnbBHD8	1851 Perkiomen Ave, Reading, PA 19606
2nd St. and Penn St.	Reading	https://maps.app.goo.gl/bKMi1Qo38gc5Ma9x9	201 Penn St, Reading, PA 19601
4th and Spruce	Reading	https://maps.app.goo.gl/b7qjihYbKh83Tjc8	300 S 4th St #1, Reading, PA 19602
5th and Spring	Reading	https://maps.app.goo.gl/kZYyLcLX1wYq67SA	501 Spring St, Reading, PA 19601
6th and Penn on 6th	Reading	https://maps.app.goo.gl/nishtbh56WEfPLY6	15 N 6th St, Reading, PA 19601
9th and Penn West Bound	Reading	https://maps.app.goo.gl/b7qjihYbKh83Tjc8	915 Penn St, Reading, PA 19601
Front and Washington	Reading	https://maps.app.goo.gl/CL5oj2GJ4tSGUVV9	100 N Front St, Reading, PA 19601
Jamestown Village Apts. #1 Lackawanna & Carbon	Reading	https://maps.app.goo.gl/FvqojrY8ZaQ5udVPA	1536 Allegheny Ave, Reading, PA 19601
Lancaster Ave and Hancock	Reading	https://maps.app.goo.gl/3BcFNXcSKLZdJq3w9	830 US-222 BUS, Reading, PA 19607
Lancaster Ave and Kenhorst	Reading	https://maps.app.goo.gl/AT2W62ENbzcsXqhR8	275 S Kenhorst Blvd, Reading, PA 19607
Lancaster Ave and Phila. Ave	Shillington	https://maps.app.goo.gl/5H9jaUDytQheMGfy6	2 E Lancaster Ave, Shillington, PA 19607
Lancaster Ave and Waverly	Shillington	https://maps.app.goo.gl/Kg9rSx37wDDEFv2QA	across street from 301 E Lancaster Ave, Reading, PA 19607
Park Ave and Penn Ave	Sinking Spring	https://maps.app.goo.gl/5tVcEp3UCL7qwstWA	4620 W Penn Ave, Sinking Spring, PA 19608
Woodrow and Penn Ave	Sinking Spring	https://maps.app.goo.gl/wf5H13bZvhGhZVsn7	4100 Penn Ave, Reading, PA 19608
Woodside and Penn Ave	Sinking Spring	https://maps.app.goo.gl/sBdzMDeA3jaxGTrU8	2244 Penn Ave, West Lawn, PA 19609
Dwight St. and Penn Ave	Spring	https://maps.app.goo.gl/dAxXhgJuH7xobyfS6	2850 Penn Ave, West Lawn, PA 19609
Morwood and Penn Ave	Spring	https://maps.app.goo.gl/mZy8EjdY5zXYbSmA6	2012 Penn Ave, West Lawn, PA 19609
Stevens and Penn Ave	Spring	https://maps.app.goo.gl/RrCjdY2B1sticYULA	3024 Penn Ave, Reading, PA 19609
Reading Hospital Tower S. 7th St.	West Reading	https://maps.app.goo.gl/NXWnkRFG8YvpoWUL7	423 S 7th Ave, West Reading, PA 19611
8th and Penn McDonalds	Wyomissing	https://maps.app.goo.gl/MZvbYbzoGnekFV359	across street from 800 US-422 BUS, Wyomissing, PA 19610
Park Rd and Penn Ave	Wyomissing	https://maps.app.goo.gl/8W6eLkWz17TjbM7v5	840 Penn Ave, Wyomissing, PA 19610

EXHIBIT C

COMMERCIAL BUS SHELTERS INSTALLATION LOCATIONS **(Lancaster County)**

LOCATION	MUNICIPALITY	GOOGLE MAPS LINK
3rd & Linden (SW corner/Colonial Metals)	Columbia Borough	https://maps.app.goo.gl/j6te4s65ae57iNyYA
4th & Mill	Columbia Borough	https://maps.app.goo.gl/JVjEkrCfH8WGSF576
4th & Union	Columbia Borough	https://maps.app.goo.gl/Wdup6F6DMBAYKMQYA
Dutch Wonderland (IB)	East Lampeter Township	https://maps.app.goo.gl/AQJTwuG2qW6P9u3X6
Rte. 72 & Rte. 772 (IB)(SW Corner/Bank)	East Petersburg Borough	https://maps.app.goo.gl/iYJJXP497vZYFbAt9
Rte. 272 & Rothsville Road (Good's)(IB)	Ephrata Township	https://maps.app.goo.gl/WoiM3jG1YZkNhxwN6
Rte. 501 North at ELA	Lititz Borough	https://maps.app.goo.gl/YjnSVN2TwXP4cKtb8
Rte. 501 South at Weis Market	Lititz Borough	https://maps.app.goo.gl/XejHh5YdakmrXVA26
Frederick & Lee (east of Lee on Frederick)	Millersville Borough	https://maps.app.goo.gl/tRqkrJdU5NRjpqaeA
240 W. Main Street (IB)	Mount Joy Borough	https://maps.app.goo.gl/Ba3HGqMXnmd9usca6
330 E. Main St. at Sassasfras Apt, Between High St. and Jacob St. (IB)	Mount Joy Borough	https://maps.app.goo.gl/jwuXEr3xkCWL77Bj7
Rte. 230/Main St. & Cornerstone Dr. (IB)	Mount Joy Borough	https://maps.app.goo.gl/qjSaPRFw39QijsAF9
W. Main & Old Standard Park ***	Mount Joy Borough	https://maps.app.goo.gl/h6DUo57prY7xgqwv9
230 & Market St.	Mount Joy Borough	https://maps.app.goo.gl/VFdwPHzGS8qW2miw9
Rte. 462 at Church St. (IB)	Mountville Borough	https://maps.app.goo.gl/geRHVHE6PXfuw4z5
Route 30W at Railroad Ave. (IB)	Paradise Township	https://maps.app.goo.gl/uB2bzKY1nxQTCpr96
Rte. 72 & Auction Road (Auto Auction)(IB)	Penn Township	https://maps.app.goo.gl/siGQf5prJr2rDKwQ8
Eurofins (under OH Bridge), Route 23 WB	Upper Leacock Township	https://maps.app.goo.gl/wNhr4VHqQkaispXK9
Eurofins Entrance/Exit Drive, Route 23 EB	Upper Leacock Township	https://maps.app.goo.gl/HiJFhDbRNr7taVAQ9
Rte. 23 & New Holland Shopping Center, east of N. Shirk Road (IB)	Upper Leacock Township	https://maps.app.goo.gl/v482Berc9KNYeUZy8
Rte. 23 @ Dart Container (OB)	Upper Leacock Township	https://maps.app.goo.gl/wMMMuwPF3T2upkkq5
Rte. 23 @ Sharp	Upper Leacock Township	https://maps.app.goo.gl/bmdRKQZXXZohGCfM8

Shopper (OB)		
Tollgate Road @ Rock Lititz	Warwick Township	https://maps.app.goo.gl/RUxrWTRb9am77Z2r9
Peters Road Eastbound	Warwick Township	https://maps.app.goo.gl/oRGbgECdqJs91a6H9
Peters Road Westbound	Warwick Township	https://maps.app.goo.gl/kytMU5A6A45fRdK9A
Sauder's Eggs, Route 501 (IB)	Warwick Township	https://maps.app.goo.gl/exFYoG3h8u8q3dgV7
Rte. 462 & Hershey Mill Rd. (OB)	West Hempfield Township	https://maps.app.goo.gl/dThAgCLFqSMxtSVx5
Rte. 462 & Prospect Rd. (IB) @ St. Anne's	West Hempfield Township	https://maps.app.goo.gl/YpczaEMc8fbkHdbq7
LOCATION	MUNICIPALITY	GOOGLE MAPS LINK
3rd & Linden (SW corner/Colonial Metals)	Columbia Borough	https://maps.app.goo.gl/j6te4s65ae57iNyYA
4th & Mill	Columbia Borough	https://maps.app.goo.gl/JVjEkrCfH8WGSF576
4th & Union	Columbia Borough	https://maps.app.goo.gl/Wdup6F6DMBAYKMQYA
Dutch Wonderland (IB)	East Lampeter Township	https://maps.app.goo.gl/AQJTwuG2qW6P9u3X6
Rte. 72 & Rte. 772 (IB)(SW Corner/Bank)	East Petersburg Borough	https://maps.app.goo.gl/iYJJXP497vZYFbAt9
Rte. 272 & Rothsville Road (Good's)(IB)	Ephrata Township	https://maps.app.goo.gl/WoiM3jG1YZkNhxwN6
Rte. 501 North at ELA	Lititz Borough	https://maps.app.goo.gl/YjnSVN2TwXP4cKtb8
Rte. 501 South at Weis Market	Lititz Borough	https://maps.app.goo.gl/XejHh5YdakmrXVA26
Frederick & Lee (east of Lee on Frederick)	Millersville Borough	https://maps.app.goo.gl/tRqkrJdU5NRjpqaeA
240 W. Main Street (IB)	Mount Joy Borough	https://maps.app.goo.gl/Ba3HGqMXnmd9usca6
330 E. Main St. at Sassasfras Apt, Between High St. and Jacob St. (IB)	Mount Joy Borough	https://maps.app.goo.gl/jwuXEr3xkCWL7Bj7

Exhibit D

Bus Shelters With Advertising Space in SRTA Service Area

Market	Location	Latitude	Longitude	Zip Code
Harrisburg	Lemoyne	40.24079	-76.9033	17043
Harrisburg	Lemoyne	40.24079	-76.9033	17043
Harrisburg	Lemoyne	40.24079	-76.9033	17043
Harrisburg	Grayson Rd Walmart Parking Lot	40.26132	-76.7718	17111
Harrisburg	Herr St & Dr. Claude E Nichols St (Sunshine Park SS)	40.27321	-76.8753	17103
Harrisburg	Herr St & N. 12th St. (Sunshine Park NS)	40.27328	-76.8755	17103
Harrisburg	Herr St & N. 15th St. (Harrisburg Cemetery SS)	40.27489	-76.8713	17103
Harrisburg	Herr St & N. 15th St. (Harrisburg Cemetery NS)	40.27497	-76.8715	17103
York	LOUCKS RD BEHIND W MANCHESTER MALL S/S	39.97422	-76.7713	17408
York	W MANCHESTER MALL-NORTH ENTRANCE S/S	39.96829	-76.7757	17408
York	CARLISE AVENUE @ HOLIDAY INN N/S	39.96817	-76.7755	17408
York	CARLISE AVENUE @ MADISON AVENUE E/S	39.9584	-76.7505	17404
York	W. King St. at Herman St. ob.	39.95293	-76.7535	17404
York	W MARKET W/O OVERBROOK NEAR GIANT S/S	39.9545	-76.7527	17404
York	S GEORGE ST N/O PRINCESS @ MCDONALDS	39.96022	-76.7266	17401
York	E KING STREET E/O S GEORGE ST S/S	39.9614	-76.7256	17401
York	E PRINCESS ST W/O QUEEN ST N/S	39.9609	-76.7224	17401
York	N DUKE S/O NORTH ST @ SHOPPING CTR E/S	39.9654	-76.7269	17401
York	E MARKET ST E/O BROAD ST @ APTS S/S	39.9652	-76.7184	17403
York	S BROAD ST S/O KING ST @ HI-RISE E/S	39.9637	-76.7182	17403
York	E MARKET ST E/O SHERMAN @ BANK S/S	39.9681	-76.7115	17403
York	W PHILA ST W/O BEAVER OPP MARKET N/S	39.9632	-76.7304	17401
York	ROOSEVELT AVE N/O W PHILA @ JOJOMA W/S	39.9617	-76.7396	17401
York	W PHILADELPHIA ST W/O ROOSEVELT AVE N/S	39.9608	-76.738	17401
York	ROOSEVELT AVENUE S/O 30 @ TRANSIT N/S	39.9746	-76.7547	17404
York	MT ROSE AVE W/O HILL ST N/S	39.961	-76.706	17403
York	EDGAR ST N/O BOUNDARY AVE @ WEIS E/S	39.9522	-76.7113	17403
York	S GEORGE N/O COUNTRY CLUB RD OPPHOSP W/S	39.94671	-76.7235	17403
York	74S @ LEADERS HTS RD @ BANK	39.911	-76.6818	17402
York	ROOSEVELT AVENUE S/O 30 @ TRANSIT N/S	39.9746	-76.7547	17404

Exhibit E LCTA

Type/Action	Address	Municipality	Zip Code	Ad Panel Measurements
SHELTER	242 E Main St Plymouth	Plymouth Borough	18706	1 - 48"x72" (2-SIDED PANEL)
SHELTER	41 Depot St Glen Lyon	Newport Twp	18617	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	300 Market Street	Kingston Borough	18704	1 - 45.5"x66.5" (2-SIDED PANEL)
SHELTER	495 Memorial Hwy.	Dallas Borough	18612	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	2-16 East Broad Street	City of Nanticoke	18634	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	316 North Empire Ct.	City of Wilkes-Barre	18702	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	86 North Meade Street	City of Wilkes-Barre	18701	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	542 East Main Street	City of Nanticoke	18634	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	128 N Main St	Kinston Township	18708	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	843-885 Market Street	Kingston Borough	18704	1 - 45.5"x66.5" (2-SIDED PANEL)
SHELTER	32-38 N. Sherman Street	City of Wilkes-Barre	18701	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	500 Wyoming Ave.	Kingston Borough	18704	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	481 Pierce St	Kingston Borough	18704	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	163-199 S. Washington Street	City of Wilkes-Barre	18701	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	187 Wyoming Ave.	Wyoming Borough	18644	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	209-217 Lake Street	Dallas Borough	18612	left 23x72, rear, (2) 42x72, rig
SHELTER	616 Hazle St	City of Wilkes-Barre	18702	1 - 45.5"x66.5" (2-SIDED PANEL)
SHELTER	100-104 Bear Creek Blvd.	Plains Township	18702	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	44 Wilkes-Barre Blvd	City of Wilkes-Barre	18701	1 - 45.5"x66.5" (2-SIDED PANE
SHELTER	169 N Pennsylvania Ave	City of Wilkes-Barre	18701	1 - 45.5"x66.5" (2-SIDED PANE
BENCH	377 Wyoming Ave	Wyoming Borough	18644	Ad back 2' x 6

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the _____ (____), having its principal office at _____, hereinafter referred to as the "Authority", and _____, with its principal office located at _____, hereinafter referred to as "Contractor", and executed pursuant to action adopted by the Authority's Board on _____, 2026.

WITNESS: In accord with the Request for Proposals issued by the South Central Transit Authority on behalf of the Authority and advertised September 25, 2026 and the Proposal by CONTRACTOR submitted _____, 2026, and in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS:

- a) The Authority for itself, its successors and assigns, hereby grants CONTRACTOR, sole exclusive and complete advertising rights, powers and privileges upon and about its buses and on transit shelters at bus stop locations throughout the Authority's service area, if applicable, during a period commencing the 1st day of January 2027 and terminating the 31st day of December 2028, subject to the provisions set forth in Section 7 of this Agreement. The contract will automatically be extended for three (3) additional single year periods subject to the conditions set forth in Section 8 upon mutual agreement of the parties following renegotiation of payment terms. Buses initially covered under this Agreement are defined in "Schedule A", attached. The transit shelter locations covered under this Agreement, if applicable, are defined in "Schedule B".
- b) This agreement shall be without prejudice to the Authority's right to increase, decrease or otherwise adjust or terminate the level and routes of its service to the riding public, and CONTRACTOR acknowledges that the Authority shall have the right to so alter its service without any penalty except its share of any resulting loss of customer advertising contract revenue.

2. ASSIGNMENT: The Authority reserves the right to approve any assignment by CONTRACTOR of the rights granted under this Agreement or any change in ownership or change in corporate structure of CONTRACTOR that assigns 50% or more ownership of CONTRACTOR to any individual, partnership or entity. In the event the Authority does not desire to continue the Agreement as a result of an assignment or change in ownership or change in corporate structure other than that indicated, it may terminate the Agreement or open the Agreement for renegotiation. CONTRACTOR shall provide the Authority with as much notice as practical of its desired assignment or change in ownership or corporate structure.

3. COMPENSATION: CONTRACTOR hereby agrees to pay and the Authority agrees to accept as payment under this Agreement, the following:

(The language for this section will be determined based on the terms accepted and negotiated with the successful Contractor for advertisement on buses and transit shelters.)

*Wrapped Buses: This agreement shall also provide CONTRACTOR the right to use "Illustrated or Wrapped Buses" in addition to the rights and privileges as described in Section 1. CONTRACTOR must submit color "proofs" of the proposed advertising for prior approval by the Authority. Once approved, the CONTRACTOR must provide a minimum of two weeks notice to the AUTHORITY prior to actual installation to allow for the proper preparation of the vehicle by the AUTHORITY,

such as removal of any advertising frames and minor cosmetic work as may be needed. The AUTHORITY will be the sole determinant of the vehicle route(s) to be used for this form of advertisement. CONTRACTOR and the AUTHORITY shall jointly inspect the vehicle prior to installation to document any existing damage to the vehicle.

CONTRACTOR shall be responsible for any cosmetic damage to a vehicle caused by the placement of advertising and for returning any vehicle used as an "Illustrated or Wrapped Bus" to its prior condition once the advertisement is removed. This shall include the reimbursement to the AUTHORITY or its agent for materials and labor to make such repairs or repainting. The AUTHORITY will notify CONTRACTOR in writing of any such damage found as soon as practical along with an estimate for repairs. Failure to comply with this section within ten (10) days of written notice by the AUTHORITY shall be cause for termination of this agreement.

* Bus Shelters: In consideration of the compensation received for the sale of advertising on transit shelters, AUTHORITY agrees to pay for the purchase and shipping of each shelter, for the installation of each shelter, for the maintenance of each shelter and for costs associated with the governmental approval process for the installation of transit shelters as further described in Section 9. In consideration of this compensation, CONTRACTOR agrees to the sale and installation of the advertising material and the cleaning of the advertising displays.

4. ADVERTISING SPACE: In exercise of the grants contained in Section 1, but without limitation thereof, CONTRACTOR may place advertisements in various size racks and frames on the interior and exterior of the buses at various locations, all subject to the approval of the Authority. All frames for display will be supplied and installed by the Authority, who will be responsible for their care and maintenance. The exception, however, shall be under those circumstances where the damage was caused by the vendor or its employees, agents or representative.

The AUTHORITY agrees to provide the customary card racks of the normal type, and in the usual number, in the interior of all buses now owned or hereafter acquired by the AUTHORITY. The CONTRACTOR shall have the right, with the consent of the AUTHORITY, to make additional installations and changes in size or location, on any such passenger transportation vehicles, the cost to be shared equally by both parties. All frames, racks, moldings, and related equipment irrespective of the party installing the same shall become and be after such installation the property of the AUTHORITY without claim thereto by the CONTRACTOR.

CONTRACTOR shall have full control of the rates and prices to be charged for the advertising and the terms, conditions and manner of payment by advertiser. In addition, the Authority shall provide such information as CONTRACTOR may require as covered by this Agreement.

The Authority shall use reasonable care for the protection of racks, frames, molding, boards and advertisements and shall exercise reasonable care in preventing others from disturbing the same. The Authority shall be liable for any damage to any property of CONTRACTOR or its advertisers if such damage comes about as a result of any action, or failure to act, by the Authority. The Authority further agrees to maintain the appearance of vehicles covered under this Agreement in a neat and clean manner.

Provided such advertising does not occupy space needed by CONTRACTOR for a paying advertiser, the Authority shall be permitted a minimum of one hundred twenty (120) linear inches of interior space at all times to promote the Authority's services.

5. ACCESS TO VEHICLES: CONTRACTOR shall have access to Authority vehicles at all reasonable times. The CONTRACTOR will be provided, as far as practical, with convenient storage space for use in its business of storing and placing advertising signs and storage of boards for posting. CONTRACTOR agrees to provide to the AUTHORITY the names of individuals authorized to conduct business on their behalf.

6. DUTIES AND OBLIGATIONS OF THE CONTRACTOR FOR TRANSIT SHELTERS:

- a) The CONTRACTOR shall comply with all terms and conditions of this contract and any requirements established by a Municipality applicable to the CONTRACTOR during the approval process for the installation of the transit shelter.
- b) Illumination/Telecommunication. AUTHORITY will be responsible for arranging for the illumination of the advertising display unit of the shelters agreed upon by the CONTRACTOR and AUTHORITY where the electric supply provided by the local utility is readily available. AUTHORITY will be responsible for bills resulting from such illumination. AUTHORITY shall have the right to install telecommunication and schedule information devices on the shelters which may be used by transit passengers or other applications.

7. ADVERTISING: The COMPANY must ensure that only displays of a high quality standard with regard to artwork and advertising content will be shown on a bus and shelter. The COMPANY must also ensure the following:

- a. Advertisements shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws of the United States or any state or political subdivision thereof.
- b. Graphics, artwork, and copy of the advertisements are expected to be of high quality and good taste.
- c. Vulgar, disreputable or other advertisements that may be offensive to the public shall not be acceptable.
- d. Advertising of firearms, liquor products, tobacco products and gaming will not be permitted on the shelters.
- e. Advertising for political campaigns, if approved by the Authority, shall be provided in a fair and impartial manner. Rabbitransit prohibits all political and campaign speech by any party, group or person. This prohibition applies to races for office, ballot initiatives and referendums.
- f. The Authority reserves the right to discontinue political advertising and other non-commercial advertising in the future.
- g. All advertising shall be displayed in a neat and workmanlike manner.
- h. The CONTRACTOR shall maintain all displayed advertising so as to ensure its neat appearance and promptly remove all advertising which is torn or is otherwise unsightly in appearance.
- i. The Authority reserves the right to require the CONTRACTOR to promptly remove, at the CONTRACTOR's expense, any advertising, which in the opinion of the Authority, is unsightly in appearance or of an objectionable nature.
- j. The CONTRACTOR further agrees to remove dated advertising no later than fifteen (15) days following the final date of an advertised event or offer.

8. INDEMNIFICATION: The CONTRACTOR shall defend, indemnify and save the Federal Transit Administration, the Commonwealth of Pennsylvania, the County of _____ and Authority, their board members, officers, agents, servants and employees harmless from and against any and all claims, liabilities, losses, actions, damages, and causes of action including court costs and reasonable attorney's fees, and will on account of and on behalf of the Federal Transit Administration, the Commonwealth of Pennsylvania, the County of _____ and Authority, their board members, officers, agents, servants and employees defend any and all claims, actions, demands, suits, which may arise out of the CONTRACTOR'S activities under this Contract, including but not limited to, maintenance, advertisement and subsequent use, whether in Contract or in tort, in law or in equity, including all other acts or omissions to act on the part of the CONTRACTOR, including any employee acting on the CONTRACTOR'S behalf. The CONTRACTOR shall pay claims and losses under this Contract and shall defend all suits in the name of the Federal Transit Administration, the Commonwealth of Pennsylvania, the County of _____ and Authority, their board members, officers, agents,

servants and employees and shall pay all costs and judgments which may issue thereon. Nothing herein shall be construed to require CONTRACTOR to pay or settle any such claim prior to judgment, unless they choose to do so. In the event of any accident or claim, CONTRACTOR shall give immediate notice thereof to the AUTHORITY. In the event of any such claim against the AUTHORITY ensuing here from, the AUTHORITY shall promptly notify CONTRACTOR within forty-five (45) days of obtaining knowledge of a claim subject to this indemnification and make available all information and assistance that the CONTRACTOR may reasonably request. This provision represents this contract only and makes no representation against other contracts.

9. TRANSIT BUS SHELTERS AND ADVERTISING:

- a. Installation of Shelters. Authority has agreed to install shelters at various bus stops (subject to all permitting requirements) provided as part of its operations. Authority will assume all shelter fabrication, shipping, storage costs and installation costs.

All bus shelters installed during the term of the Contract shall be maintained in accordance with the requirements of all applicable building codes of the municipality governing the location. Authority reserves the right to approve the design or placement on the shelter of any logo, trademark or other design characteristic that designates the shelter as part of the Authority system.

- b. Obtaining Necessary Municipal Approvals. Authority will obtain any and all necessary Municipality approvals or permits of any kind that might be required as a condition of installing a proposed shelter at a bus stop location. CONTRACTOR agrees that if there are City, County or State licenses or permits that can only be obtained with the participation of the CONTRACTOR, CONTRACTOR will cooperate with Authority in obtaining such licenses or permits, with the understanding that Authority will handle as much of the permitting or licensing as possible. Authorities will pay for any required Municipality-bus shelter permits, whether at the time of erection or on an annual renewal basis
- c. Continuing Maintenance Obligation. Authority will maintain all the existing shelters and the shelters which Authority erects or places at agreed upon locations.
- d. Removal of Individual Shelters. It is agreed Authority shall have the right to remove individual shelters in the event that such shelters have been subjected to “chronic vandalism”. For purposes hereof, the phrase “chronic vandalism” shall be defined as damages inflicted to an individual shelter during any three (3) consecutive month period which require cumulative expenditures and repair that exceed \$1,000.00. If one act of vandalism results in expenditures and repairs exceeding \$1,000.00, Authority may remove the vandalized shelter. If such chronic vandalism is caused by the breakage of the tempered glass, polycarbonate acrylic windows may be purchased by Authority to replace the tempered glass.
- e. Relocation of Shelters. In the event of a change in bus stop or other transportation system designations, changes in street design or rights-of-way or changes Authority deems necessary for the health, safety, welfare and convenience of the public, or changes in demographics which materially affect the pedestrian vehicular traffic flow at or near shelters established in connection herewith, Authority will relocate a designated shelter to another location.

The expense in connection with such relocation shall be borne by Authority.

Authority will remove any shelter which will interfere in any way with the construction, maintenance or repairs of any public utilities, public works or public improvements of any description, or which because of its location, in the opinion of the Municipality shall be

deemed to interfere in any way with the normal and orderly flow of traffic, and restore the respective sidewalks and curbs to their proper and original condition, if so required.

f. Ownership, Design and Purchase of Shelters.

- (1) The bus shelters currently installed are the sole property of the Authority. Any future shelters installed are the sole property of Authority. Nothing contained herein shall be deemed to give title to the CONTRACTOR to any shelter, sidewalk, walkway, curb or other public way under or nearby any such shelter.
- (2) Authority will separately contract for the purchase and shipping of each shelter.

10. TERM OF CONTRACT: This shall become effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2023. The Authority reserves the right to terminate this contract or renegotiate the terms of this contract at the end of the base two-year Agreement or at the end of each option year, by giving sixty (60) days written notice prior to the end of the contract term by registered or certified mail. Absent such notice, the Agreement will renew automatically under the terms and conditions outlined in this Agreement including any changes in compensation outlined in Section 3.

11. TERMINATION RIGHT OF AUTHORITY: If the Authority decides to permanently cease operation of the bus system, this Agreement will automatically terminate forthwith, as of the date of cessation of operation.

Notwithstanding anything contained elsewhere herein, Authority shall have the unilateral right to cancel and terminate this Contract in the event that the CONTRACTOR becomes insolvent or if the CONTRACTOR omits an act of bankruptcy or for the appointment of a receiver, or if there commences proceedings under any law relating to bankruptcy, insolvency, reorganization, or relief for the CONTRACTOR'S obligations and which proceedings are not withdrawn or dismissed within ninety (90) days after the commencement or if the CONTRACTOR dissolves itself.

12. TERMINATION FOR CAUSE. Subject to the force majeure provision set forth herein, neither party shall terminate or cancel this Contract, whether by court action or otherwise, unless it is for cause such as a material default by the other party. For purposes of this Contract, a Material Default shall be any monetary default not cured by the CONTRACTOR within sixty (60) days of receipt of notice from Authority and any non-monetary default by a party, including but not limited to the performance of its obligations under the terms of this contract, not cured by such party within thirty (30) days of receipt of notice by the non-defaulting party of such default unless default is attributable to an event of force majeure or unless it is not reasonably possible for the defaulting party, in which case the defaulting party shall have such amount of time as is reasonably necessary to cure such default. In the event that Authority feels that the CONTRACTOR is not curing the default within a reasonable time, Authority may file a lawsuit seeking any and all remedies available to Authority at law or in equity. Neither party shall be obligated to perform and neither shall be deemed to be in Material Default hereunder if performance of a non-monetary obligation is prevented by the occurrence of any of the following (herein called "force majeure" or "event of force majeure") acts of God, strikes, lockouts, other industrial disturbances, acts of the public enemy, laws, rules and regulations of applicable governmental bodies, wars or warlike action (whether actual, impending, or expected and whether de jure or de factor), arrest or other restraint of government (civil or military), blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, nuclear reaction or radiation, radioactive contamination, or any other causes whether for the kind herein enumerated or otherwise, that are not reasonably within the control of the party claiming the right of delay performance on account of such occurrence. The termination of this Contract may become effective, at the discretion of the non-defaulting party, fifteen (15) days from the required date, as more specifically described herein, for the material default to be cured.

13. METHOD OF PAYMENT REPORTING REQUIREMENTS: For the purposes of this Agreement, CONTRACTOR shall make _____ payments to Authority according to the fee outlined in Section 3 of this Agreement. The fee provided herein shall be paid to Authority within twenty-

one (21) days after the end of each _____. A two (2) percent late charge on the monthly amount due shall apply and be paid by CONTRACTOR for each month or part thereof that payment is received late by the Authority. If this Agreement is terminated because of nonpayment, that termination shall in no way relieve CONTRACTOR from the legal obligation to pay the applicable amounts in full.

CONTRACTOR shall provide separate payment and reports of sales for the advertising sold in support of the Authority's _____ (*terms to be defined by each Authority*).

The Authority reserves the option of requesting the Contractor to provide a report of the advertising revenue received on a vehicle basis to comply with the reporting requirements established by the federal government.

For purposes of verifying any statement submitted hereunder, Authority shall have the right to examine those books, records, documents and papers which relate to any such statement, or which will permit adequate evaluation thereof. Upon request, CONTRACTOR shall furnish the AUTHORITY statements of the accounts advertising on the AUTHORITY vehicles and transit shelters, including a copy of all executed contracts for advertising between CONTRACTOR and the advertiser. Such statements shall be furnished to the AUTHORITY within twenty-one (21) days of the date the request is received and shall contain the name of the account, billings, and collections.

CONTRACTOR shall maintain such books, records, documents and papers according to generally accepted accounting principles for at least three (3) years after the termination or expiration of this Agreement.

14. PUBLIC SERVICE ADVERTISEMENTS: CONTRACTOR shall have the right, in the exercise of its reasonable business judgment, and without compensation, to display public welfare, educational, and other such advertisements as CONTRACTOR shall deem proper for the purpose of avoiding unfilled spaces and locations.

The CONTRACTOR shall provide the advertisement space for Authority sponsored advertising messages on a space available basis. In no event shall a paying customer be removed from an ad space Authority wants to utilize for Authority messages. Authority shall be responsible for supplying all necessary ad materials. The CONTRACTOR, however, will install at no cost to Authority such public advertisements.

15. INSURANCE:

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to people or damages to property which may arise from or in connection with the performance of the work here under by the CONTRACTOR, its agents, representatives, employees or subcontractors for the duration of this contract.

CONTRACTOR shall maintain no limits less than:

- a) Commercial General Liability: \$1 million combined single life per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
- b) Automobile Liability: \$1 million combined single life per occurrence for bodily injury, personal injury and property damage.
- c) Statutory workmen's compensation coverage and unemployment insurance as required by the Commonwealth of Pennsylvania.

CONTRACTOR shall submit to the Authority, a Municipality and/or a property owner if applicable a Certificate of Insurance giving evidence of the required coverage upon the request of the Authority and such Municipality and/or property owner where a shelter(s) is located. The

insurance shall provide for thirty (30) days prior written notice to be given to the Authority, the Municipality and/or the property owner in the event coverage is substantially changed, cancelled, or non-renewed.

16. INDEPENDENT CONTRACTOR: The CONTRACTOR and its agents shall be deemed to be an independent contractor, and not an agent or employee of Authority, and shall not attain any rights or benefits generally afforded classified or unclassified employees; further, the CONTRACTOR'S employees and agent shall not be deemed entitled to Workers Compensation benefits as employees of Authority.

17. FEDERAL AND STATE REQUIREMENTS: All conditions, provisions, and responses set forth in CONTRACTOR's proposal, dated _____, 2026, and the AUTHORITY's Request for Proposals dated September 25, 2026, including all applicable federal and state third party contracting provisions, are incorporated herein by reference and are fully binding upon the parties hereto provided.

18. CLAIMS: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled in accordance with the laws of the Commonwealth of Pennsylvania in any court having jurisdiction thereof.

The agreement shall be interpretable under the laws of the Commonwealth of Pennsylvania relating to License Agreements or pursuant to the applicable laws concerning the nature of the controversy.

19. WAIVERS: No waiver of any term or condition of this agreement on any occasion shall be deemed to be a waiver of any other term or condition of this agreement on any other occasion.

20. NOTICES: Notices, demands, or communications which are required to be in writing shall be deemed to have been duly given and received when deposited as registered mail in the United States mails by one party to the other at the following addresses:

(a)

(b)

or to such address as the parties may in writing designate from time to time.

21. PROHIBITIONS: CONTRACTOR agrees to not enter into any contracts or accept contracts or conduct business with any firms, businesses or individuals that are currently in arrears to the AUTHORITY.

22. REMUNERATION: In the event, at the end of the contract period that the existing contract is not renewed or extended and the present Advertising Company is not awarded a new contract a provision will be made whereby the outgoing Advertising Company will be remunerated at the rate of fifteen (15) per cent of the value of all advertising contracts in force as of the termination date, but in no case to exceed twelve (12) months following contract termination. It is understood that the advertising contracts will be turned over to the AUTHORITY and or its agent in exchange for the remuneration as stated above or before the termination date.

23. ENTIRE CONTRACT. This Contract contains all the terms and conditions agreed upon by the parties hereto and no other Contract, oral or otherwise, regarding the subject matter shall be deemed to exist to bind either of the parties hereto. Moreover, this Contract may not be modified or amended except in writing signed by both parties. Any and all modifications shall require written approval of Authority and the CONTRACTOR.

24. GOVERNING LAW. The parties hereto agree that this Contract shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers of the day and year above written.

AUTHORITY

CONTRACTOR

By:

Signature

Printed Name

Title

By:

Signature

Printed Name

Title

ATTACHMENT A

FTA and Commonwealth of Pennsylvania Third Party Contract Provisions

NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

SCTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent of the by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SCTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FRAUDULENT STATEMENTS:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies,' 49 C.F.R., Part 31, apply to its actions pertaining to this contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor or its subcontractors to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA to SCTA under 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FRAUD, WASTE, ABUSE OR OTHER LEGAL MATTERS — NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL:

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and the FTA Region III Counsel. The Contractor must include a similar notification requirement in its subcontract agreements at every tier for any agreement that is a 'covered transaction' according to 2 C.F.R. §§ 180.220 and 1200.220.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S.

DOT Inspector General in addition to the FTA Chief Counsel or the FTA Region III Counsel, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. ... (full text retained in original Appendix B).

AUDIT AND INSPECTION OF BOOKS AND RECORDS:

a. Audit and Inspection. The Contractor shall permit the authorized representatives of SCTA, U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contract or relating to its performance and its subcontracts under this Contract from the date of the Contract and for three (3) years after completion or termination of the Contract.

b. Record Retention. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that SCTA, the U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of each Subcontractor, involving transactions related to the Subcontractor. The term 'Subcontractor' as used in this clause excludes: (1) Purchase Orders not exceeding \$10,000; and (2) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public. **Certificate 8**

NOTICE OF FEDERAL REQUIREMENTS:

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SCTA requests which would cause SCTA to be in violation of the FTA terms and conditions.

FEDERAL CHANGES:

The contract is subject to federal requirements that may be amended or modified during the term of the contract. The Contractor agrees to comply with all applicable federal statutes, regulations, executive orders, circulars, and directives, including those issued by the Federal Transit Administration (FTA), as they may be amended from time to time. **Certificate 7**

EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. ¶ 2000e, and Federal transit laws at 49 U.S.C. ¶ 5332, the Contractor and its subcontractors agree to comply with all applicable equal employment opportunity requirements in the U.S. Department of Labor regulations, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' 41 C.F.R. Parts 60 et seq. and any implementing requirements the FTA may issue, including the Equal Employment Requirements for Construction Activities. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age or national origin. ...

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ¶ 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. ¶¶ 1681-1683, 1685-88; ... and any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) — Race-Neutral (Section 8.B):

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of

49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. SCTA encourages participation by Disadvantaged Business Enterprises. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

The Contractor shall submit Certificate 4-1, 'Disadvantaged Business Enterprise Certification', with its bid or proposal and the information requested on Certificate 4-2 if the Contractor and/or a subcontractor(s) is a Disadvantaged Business Enterprise.

PROHIBITED INTEREST:

No member, officer, or employee of SCTA, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. SCTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

INTEREST OF MEMBERS OR DELEGATES TO CONGRESS:

No member or delegate to the Congress of the shall be admitted to any share or part of this contract or receive any benefit arising therefrom.

TRAFFICKING IN PERSONS:

The Contractor, its subcontractors and the employees of the Contractor and its subcontractors that are participating in the Project that is the subject of this Contract and during the period this Contract is in effect may not engage in severe forms of trafficking in persons, procure a commercial sex act or use forced labor in the performance of the Contract. SCTA may unilaterally terminate the Contract for the Project, without penalty to SCTA, if the Contractor, its subcontractors and the employees of the Contractor and its subcontractors are determined to have violated this prohibition. This provision implements the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. ¶ 7104(g) and U.S. OMB guidance, 'Award Term for Trafficking in Persons,' 2 C.F.R. Part 175.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

In accordance with Public Law 115-232, the Contractor shall not supply telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) shall also not be supplied. Certificate 10

CYBERSECURITY AND INFORMATION SECURITY:

The Contractor shall take reasonable and appropriate measures to safeguard federal and SCTA information, systems, and data accessed or generated in connection with this contract. Such measures shall protect against unauthorized access, disclosure, loss, or misuse. When applicable, the Contractor shall comply with federal information security requirements and guidance issued by the Federal Transit Administration or other federal authorities.

TERMINATION (General Provisions):

NOTE: These general termination provisions are applicable for procurements above \$10,000.

A. Termination for Convenience: SCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in SCTA's best interest. ...

B. Termination for Cause: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SCTA may terminate this contract for cause. ...

C. Opportunity to Cure. SCTA in its sole discretion may, in the case of a termination for cause allow the Contractor a reasonably short period of time in which to cure the defect. ...

D. Waiver of Remedies for any Breach. ...

E. Federal Remedies. The Contractor acknowledges that SCTA's receipt of federal assistance subjects this contract to federal oversight and enforcement. ...

PROTEST AND APPEAL PROCEDURES:

SCTA has Protest Procedures that are in compliance with 2 CFR Part 200.318(k) and applicable FTA guidelines. SCTA's Protest Procedures are described in the solicitation documents provided for this procurement.

DEBARRED AND SUSPENDED BIDDERS:

The Contractor agrees to comply and assures the compliance of its subcontractors or a participant at any tier of the Project, with 2 CFR. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. ... For any contract and subcontract exceeding \$25,000, the contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided (See Certificate 5).

RESOLUTION OF DISPUTES:

A. Disputes — Disputes concerning the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Project Manager of SCTA. ...

B. Performance During Dispute — Unless otherwise directed by SCTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved. ...

C. Claims for Damages — ...

D. Remedies — ...

E. Rights and Remedies — ...

LOBBYING (Applicability Thresholds):

For any contract and subcontract exceeding \$100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate (See Certificate 3). Contractors and subcontractors who engage in lobbying activities are required to submit Standard Form—LLL (SF-LLL), 'Disclosure of Lobbying Activities.'

GEOGRAPHIC RESTRICTIONS:

The Contractor acknowledges that federal law prohibits the use of statutorily or administratively imposed geographic preferences in the evaluation of bids or proposals, except where expressly authorized by federal statute. This requirement is consistent with 2 CFR § 200.319 and applies to all procurements conducted with federal assistance.

ACCESS TO RECORDS:

The Contractor agrees to provide the Federal Transit Administration (FTA), the U.S. Department of Transportation (USDOT) Office of Inspector General, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor also agrees, pursuant to 49 U.S.C. § 5325(g) and 2 CFR § 200.337, to maintain all required records for a period of not less than three (3) years after final payment is made under this Contract and all pending matters are closed, or for such longer period as may be required by law or regulation.

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply with all applicable Federal requirements regarding debarment, suspension, and exclusion from participation in federally assisted contracts and transactions, including 2 CFR Part 180 and 2 CFR Part 1200, as applicable. The Contractor certifies that neither it nor any of its principals, subcontractors, subconsultants, suppliers, or other lower-tier participants expected to perform work under this Contract is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. The Contractor shall not enter into any subcontract, purchase

order, agreement, or other covered transaction with any lower-tier participant that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions. Prior to entering into any covered transaction with a subcontractor, subconsultant, supplier, or other lower-tier participant, the Contractor shall verify the participant's eligibility through the System for Award Management (SAM.gov) or through another federally authorized means of verification. The Contractor shall maintain documentation demonstrating that the required debarment and suspension verification was completed for applicable lower-tier participants and shall provide such documentation to the authority upon request. The Contractor shall immediately notify the authority in writing if, during the term of the Contract, the Contractor or any applicable lower-tier participant becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions. The Contractor shall include this requirement, or substantially equivalent language, in all applicable subcontracts and other covered lower-tier agreements arising from this Contract. Failure to comply with these requirements may constitute a material breach of the Contract and may result in termination of the Contract, withholding of payments, disallowance of costs, or other remedies available to the authority under the Contract and applicable Federal law. Certificate 9

COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS:

NON-COLLUSION STATEMENT (Certificate 1 will be included in the RFP package):

The Antidid-Rigging Act of 1983, 62 Pa.C.S.A. ¶ 4501 et seq., makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Statement (Certificate 2) is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE (Certificate 2):

Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination/Sexual Harassment Clause (see Certificate #2).

CONTRACTOR INTEGRITY (Certificate 6):

It is essential that those who seek to contract with SCTA observe high standards of honesty and integrity. Contractor agrees to the Contractor Integrity provisions (Certificate 6).

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. ...

COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certificates to Include in the Advertising RFP Package

The following certificates are included because they apply to publicly advertised, non-construction services procurements and/or depend on standard thresholds.

- Certificate 1 — Non-Collusion Statement (Required).
- Certificate 2 — Commonwealth Non-Discrimination/Sexual Harassment Clause (Required).
- Certificate 3 — Lobbying Certificate (Include if contract/subcontract exceeds \$100,000).
- Certificate 4-1 — Disadvantaged Business Enterprise Certification (Required).
- Certificate 4-2 — Affidavit of Disadvantaged Business Enterprise.
- Certificate 5 — Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion (Required for contracts/subcontracts over \$25,000).
- Certificate 6 — Contractor Integrity (Required).
- Certificate 7 — Federal Changes Acknowledgement (Required).
- Certificate 8 — Access to Records Certification (Required).
- Certificate 9 — Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion (Required).
- Certificate 10 — Prohibited Telecommunications Equipment or Services Certification (Required).

CERTIFICATE 1
NON-COLLUSION STATEMENT
SOUTH CENTRAL TRANSIT AUTHORITY
45 ERICK ROAD
LANCASTER, PENNSYLVANIA 17601

TO: SCTA, Lancaster, Pennsylvania

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services called for in the bid for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other bidder.

Company Name _____

Address _____

Signature _____

Printed Name _____

Title _____

Date _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

☐ Individual ☐ Partnership ☐ Corporation

(Seal)

CERTIFICATE 2

COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.
- f. The contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- g. The South Central Transit Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the South Central Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.

DATE

FIRM NAME

BY: _____

SIGNATURE

TITLE

CERTIFICATE 3

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(Applies to contracts/subcontracts with a contract sum of \$100,000 and over.)

CERTIFICATE 4 - 1

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- (1) **Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- (2) **DBE Obligation.** The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as SCTA deems appropriate.

_____ DATE

_____ SIGNATURE

_____ TITLE

NOTE: This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime contractors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime contract or subcontract. Please use the attached form (Certificate 4-2) for the DBE eligible contractor or subcontractor(s) to certify to its eligibility.

Additional information is provided in Paragraph #8.

CERTIFICATE 4 - 2
Affidavit of Disadvantaged Business Enterprise

I HEREBY DECLARE AND AFFIRM that I am the _____ and the duly authorized representative of (the firm of) _____ doing business at _____ (include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- _____ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- _____ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since _____, 20__ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the South Central Transit Authority to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: _____

DATE: _____

On this _____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

CERTIFICATE 5

CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contractor), _____ certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title of Authorized Official

Date

(Applies to contracts and sub-contracts over \$25,000)

CERTIFICATE 6

CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the South Central Transit Authority ("SCTA") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the SCTA procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or SCTA.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any SCTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a SCTA or Commonwealth official or employee or to any other person at the direction or request of any SCTA or Commonwealth official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a SCTA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of SCTA or the Commonwealth.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of SCTA or the Commonwealth.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to SCTA in writing at the time of bid or proposal submission and SCTA consents to the Contractor's financial interest prior to SCTA execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of SCTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor's internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that SCTA may, in its sole discretion, terminate the contract for cause upon such notification or when SCTA otherwise learns that SCTA has been officially notified, charged or convicted.
10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.

11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the SCTA contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Lancaster County Controller or the Office of State Inspector General in its investigation of any alleged SCTA or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, SCTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with SCTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those SCTA and the Commonwealth or SCTA may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or SCTA.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or SCTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, SCTA shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this agreement with SCTA, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
 - d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - e. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
 - f. "Immediate family" means a spouse and any unemancipated child.
 - g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _____

BY: _____

Signature

Print Name

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

CERTIFICATE -7

FEDERAL CHANGES ACKNOWLEDGEMENT CERTIFICATION

Certification

The undersigned bidder/proposer hereby acknowledges that the contract to be awarded is **subject to federal requirements** that may be amended or modified during the term of the contract.

The bidder/proposer certifies that it agrees to comply with **all applicable federal laws, regulations, executive orders, circulars, and directives**, including those issued by the **Federal Transit Administration (FTA)**, as they may be **amended from time to time**, to the extent that such federal requirements are applicable to this contract.

Acknowledgment of FTA Master Agreement

The bidder/proposer acknowledges that the **FTA Master Agreement in effect on the date of contract award** is incorporated by reference into the contract and agrees to comply with all applicable provisions contained therein, including any amendments or revisions that become applicable during the performance of the contract.

Flow-Down Requirement

The bidder/proposer agrees to include the substance of this Federal Changes Acknowledgement Certification in all subcontracts at any tier and to require subcontractors to comply with applicable federal requirements.

Acknowledgment of Material Condition

The bidder/proposer understands that compliance with applicable federal requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including termination, suspension of payments, or other enforcement actions.

Contractor Information

Firm Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Certification Execution

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

Authorized Representative (Printed Name): _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE -8
ACCESS TO RECORDS CERTIFICATION

Certification

The undersigned bidder/proposer hereby certifies that it agrees to provide **full and free access** to all records, books, documents, papers, accounting records, and other evidence pertaining to this contract.

Such access shall be provided to the **Federal Transit Administration (FTA)**, the **U.S. Department of Transportation**, the **U.S. Department of Transportation Office of Inspector General**, the **Comptroller General of the United States**, and any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts, and transcriptions.

Retention Period

The bidder/proposer agrees to maintain all such records for a period of **not less than three (3) years** after final payment under the contract or longer if required by applicable federal requirements or if any litigation, claim, or audit is started before the expiration of the three-year period.

Flow-Down Requirement

The bidder/proposer agrees to include the substance of this Access to Records Certification in all subcontracts at any tier and to require subcontractors to comply with the same record access and retention requirements.

Acknowledgment of Material Condition

The bidder/proposer acknowledges that compliance with access-to-records requirements is a **material condition of the contract** and that failure to comply may result in remedies available under the contract and applicable federal law, including termination, suspension of payments, or other enforcement actions.

Contractor Information

Firm Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Certification Execution

I certify under penalty of perjury that the information contained in this certification is true and correct and that I am authorized to execute this certification on behalf of the bidder/proposer.

Authorized Representative (Printed Name): _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE -9

Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) _____ certifies, by submission of this proposal, that neither it nor its “principals” as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) _____ is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

Please indicate only **ONE** scenario above.

(Name of Firm) _____

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS

SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC

SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official: _____

Date: _____

CERTIFICATE - 10

PROHIBITED TELECOMMUNICATIONS EQUIPMENT OR SERVICES CERTIFICATION

The undersigned certifies, on behalf of the Offeror/Contractor identified above, that the Offeror/Contractor is in compliance with **Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)** and the implementing regulations, including **FAR 52.204-24, FAR 52.204-25, and FAR 52.204-26**, as applicable.

Specifically, the Offeror/Contractor represents and warrants that:

1. **Prohibited Equipment and Services**

The Offeror/Contractor **does not use** covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, as a substantial or essential component of any system, or as critical technology, as defined in Section 889 and the FAR.

2. **Covered Telecommunications Equipment or Services** include, but are not limited to, telecommunications equipment or services produced or provided by:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company; or
- Dahua Technology Company;
or any subsidiary or affiliate of such entities.

3. **Reasonable Inquiry**

The Offeror/Contractor has conducted a **reasonable inquiry** within its organization to ensure compliance with Section 889, as required by applicable FAR provisions.

4. **Flow-Down Requirement**

The Offeror/Contractor shall include the substance of this certification and the applicable FAR clauses in all subcontracts and purchase orders at all tiers, as required.

5. **Ongoing Obligation**

The Offeror/Contractor agrees to notify the Contracting Agency immediately if it becomes aware of any use or provision of covered telecommunications equipment or services during the term of the contract.

This certification is made under penalty of perjury and is true and correct to the best of the undersigned's knowledge and belief.

Authorized Representative (Print Name): _____

Title: _____

Signature: _____

Date: _____