



Alexandra Horton, Chair  
Michelle Lauder, Vice Chair  
Dan Elliott  
Patrick Arnold

Mike Whitten, Executive Director

## **MANCHESTER TRANSIT AUTHORITY**

RFP 21-06: Transit Advertising Concession  
Issued September 15, 2021

### **– NOTICE TO BIDDERS –**

Notice is hereby given that the Manchester Transit Authority will receive proposals at 110 Elm Street, Manchester, New Hampshire, 03101 until 11:00 AM on October 22, 2021 for the Transit Advertising Concession in accordance with the applicable specifications. Proposals must be securely sealed in a suitable envelope and marked on the outside as follows:

Manchester Transit Authority  
Attn: Michael Whitten, Executive Director  
RFP 21-06 Transit Advertising Concession  
110 Elm St  
Manchester, NH 03101

This RFP and resulting contract will be administered in accordance with the Federal Transit Administration "Third Party Contracting Guidelines, FTA Circular 4220.1D", and all other applicable federal, state and local laws and regulations. All proposers must certify that they are not an ineligible contractor listed on the U.S. Comptroller General's Debarred Bidders list. The successful proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations. MTA hereby notifies all proposers that it will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award.

MTA reserves the right to postpone, accept or reject any and all proposals and to waive any informality in the RFP process as MTA deems to be in its best interest.

This request for proposal may be found online at [mtabus.org](http://mtabus.org) or obtained via request by contacting the following MTA representative:

Bridget Evarts, Accounting Administrative Assistant  
Phone: (603) 623-8801 ext. 5159 | Email: [bevarts@mtabus.org](mailto:bevarts@mtabus.org)



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## **SECTION I**

### **– GENERAL INFORMATION –**

#### **1.01 PURPOSE**

The Manchester Transit Authority ("MTA") is the fixed route and demand-response bus service operator that provides public transit service to the Greater Manchester NH areas, including Concord, Nashua, and eight surrounding towns.

MTA is soliciting proposals from qualified firms for the privilege to place approved advertising materials on the outside and inside of MTA buses and bus shelters. The selected contractor will pay a percentage of its gross income inclusive of a minimum guaranteed fee to MTA for this privilege.

#### **1.02 OVERVIEW**

This RFP contains instructions concerning the proposal to be submitted and the material to be included. A description of the services to be provided, eligibility requirements for consideration, evaluation criteria and other requirements to be met by each proposal are enclosed. Proposers must use the revenue proposal form that is included in this bid package and submit it as part of their final proposal.

#### **1.03 Proposal Submission**

One copy of the proposal must be submitted in an envelope clearly marked "Transit Advertising Proposal" and addressed to:

Manchester Transit Authority  
Attn: Michael Whitten, Executive Director  
110 Elm Street  
Manchester, NH 03101-2799

Proposals will be received until 11:00 AM, Friday, October 22, 2021. Proposals received after that time and date will not be considered and will be returned to the proposer unopened. Proposal content is more important than presentation; please omit fancy bindings, covers, etc.

#### **1.04 Point of Contact**

The point of contact for any questions regarding the specifics of this RFP is:

Michael Whitten, Executive Director  
Phone: (603) 623-8801 Ext. 5151 | Email: [mwhitten@mtabus.org](mailto:mwhitten@mtabus.org)



### **1.05 Tax Exemption**

As the MTA is exempt from the payment of Federal excise taxes, all prices quoted herein are not to include these taxes. Contractor shall be responsible for payment of any City, County, or State taxes incidental to maintaining advertising displays.

### **1.06 Contractor Selection and Award**

The basis for award and method for selection of the successful proposal will be competitive negotiation.

MTA reserves the right to select a contractor from among the proposals submitted, or to enter into negotiations with two (2) or more qualified proposers, or to reject any and all proposals received. This RFP does not constitute a binding offer of award for the requested services.

### **1.07 On-Site Visitation**

Proposers who may wish to make an on-site visit to MTA to inspect the space allocated for sign storage shall contact:

Heath Auger, Maintenance Secretary  
Phone: (603) 623-8801 ext. 5165 | Email: [hauger@mtabus.org](mailto:hauger@mtabus.org)

Proposers who wish to make an on-site visit to MTA to inspect the vehicles and/or bus shelters shall contact:

Mark Deflumeri, Assistant Director: Maintenance  
Phone: (603) 623-8801 ext. 5162 | Email: [mdeflumeri@mtabus.org](mailto:mdeflumeri@mtabus.org)

### **1.08 Requests for Clarifications**

Requests for clarifications of this Solicitation must be made in writing and must be received by Michael Whitten, Executive Director, no later than 14 calendar days prior to the proposal due date. Responses to these requests become a part of these specifications and all proposers requesting these specifications will be provided with any such responses no later than five days prior to the proposal due date.

All changes to this request for proposal will be made by written addendum with notification to all proposers.

### **1.09 Postponements in Proposal Opening**

MTA reserves the right to postpone the proposal opening for its own convenience.

### **1.10 Effective Period of Proposals**

Proposals may be withdrawn by written or faxed notice at any time prior to the deadline for receipt of the proposals. Proposals may also be withdrawn in person.

Proposals must remain in effect for a minimum of sixty (60) days after the proposal opening.



### **1.11 Notification of Award**

Notification of the contract award, to both the successful proposer and the unsuccessful proposers, will be made in writing via email or U. S. Postal Service.

### **1.12 Contract Term**

The contract for the Advertising Concession is for a five (5)-year period, January 1, 2022 to December 31, 2027 with up to five (5) one (1) year options to renew upon mutual agreement of the parties in writing. Bus shelter advertising will begin on January 1, 2022 and end on December 31, 2027 at which point it will be subject to the same options as noted above.

MTA reserves the right to terminate the contract in the event of any default to the terms of the agreement by the contractor upon giving thirty (30) days written notice, via certified mail, of intent to do so.

### **1.13 Termination of Advertising Concession**

MTA reserves the right to terminate the contract for convenience upon ninety (90) days written notice, by certified mail; to the contractor should MTA wish to discontinue advertising on all or part of the fleet and shelters. The contractor shall cease all sales efforts immediately upon receipt of the letter of termination. All advertising displays on and in the buses and shelters at the time of the advertising prohibition will continue to remain in place through the expiration of the terms of their applicable contracts.

### **1.14 Contract Transition**

The current contract between MTA and Alternate Transit Advertising requires that all bus advertising contracts in effect at the time of the concession contract expiration will be assigned and transferred to MTA. MTA or its assigns shall pay to Alternate Transit Advertising thirty (30) percent of the gross income of such contracts that extend up to twelve (12) months beyond the advertising concession contract expiration date. MTA will assign all contracts to the successful proposer who will then be responsible for the payment of revenues to Alternate Transit Advertising.

### **1.15 Operating Contract**

The successful proposer will be required, within twenty (20) days after receiving written notice to do so, to enter into an operating contract with MTA. The terms and conditions of a final contract between MTA and the successful proposer will be subject to negotiation. The contract will be considered a part of these specifications and is incorporated by this reference.

### **1.16 Required Insurance**

The contractor shall obtain and maintain throughout the contract period, at the contractor's sole cost and expense, the following insurance coverage: (1) \$1,000,000 per occurrence Personal Injury insurance coverage, (2) \$1,000,000 Property Damage insurance coverage, and (3) Workers Compensation Insurance which is fully in compliance with all applicable laws of the State of New Hampshire.



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The contractor shall indemnify and hold harmless MTA from any and all damage, loss or injury (including the resulting death of any person), lawsuits, claims, demands or liens resulting from the installation, maintenance or use of any advertising display on MTA's vehicles, shelters, or property.

### **1.17 FTA Requirements**

The Federal Contract Clauses attached to this RFP are part of this specification and any contract between MTA and the successful proposer. The proposer is required to submit with their proposal the Certifications; attachments 1.1, 1.2, and 1.3.

*Failure to provide the attached certifications will result in the proposal being considered non-responsive.*

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## **SECTION II**

### **– SPECIFICATIONS AND CONDITIONS –**

#### **2.01 Scope of Work**

MTA is soliciting written proposals from interested firms to act as its exclusive agent for the sale of transit advertising in and on its fleet of buses and bus shelters.

The successful proposer will be MTA's exclusive agent for the sale of advertising on and in the buses and bus shelters.

MTA is actively pursuing digital display kiosks that will be added to the exclusive agent inventory with buses and shelters.

The successful proposer will pay MTA a percentage of its gross operating revenue, inclusive of a minimum annual guaranteed fee.

#### **2.02 Operating Requirements**

The successful proposer, at its own expense, will be responsible for posting advertising signs, removing outdated signs and any signs rejected by MTA. MTA reserves the right to reject any advertising it finds to be offensive, objectionable or in poor taste.

Installation and ongoing maintenance of signs and other necessary activities of the successful proposer must not interfere with MTA's operations. Access to vehicles will be provided only at times consistent with the operational hours of the operating facilities. Vehicles will not be removed from service for the purpose of installing or removing advertising signs unless MTA is provided advanced notice and such removal does not negatively affect service delivery.

The contractor shall maintain all advertising shelters in good repair and shall be solely responsible for the cleaning, repair, and replacement of any part thereof, including advertising materials. They will also be responsible for snow removal see section 2.05. In the event MTA or contractor is put on notice of any advertising shelter that is unclean, in need of repair, or is the victim of offensive, obscene or political graffiti, or other types of defacement, it shall be the obligation of the contractor to remedy such defacement and repair or clean the shelter. If contractor fails to repair, remedy or clean the shelter within ten (10) working days after notification, MTA may remedy, repair or clean the shelter and assess the cost against the contractor.



### **2.03 Methods of Posting Advertisements**

MTA is open to the majority of methods used to display signs; including “direct-apply”, lighted signs, and full or partial wraps.

A fleet and shelter profiles are provided in Exhibits A and B.

The successful proposer will be responsible for any paint damage on buses when wraps or directly applied signs are removed and shall compensate MTA for any expense incurred to repaint the damaged sections.

### **2.04 Storage Space**

MTA will provide reasonable space, free of charge, to the contractor for the handling and storage of advertising signs. The contractor is responsible for keeping this work area neat and clean.

### **2.05 Snow Removal**

The contractor will either directly or through third party contracting ensure that bus shelters are cleared of snow within 24 hours of the conclusion of snowfall measuring 3.0 inches or more. Snow shall be cleared in the shelter and directly in front, from the shelter to the curb, to the full width of the shelter.

### **2.06 Character of Advertisements**

All advertisements shall be of a reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United States, New Hampshire or political subdivisions thereof. Proposers are specifically advised and hereby notified that the graphics, artwork, and copy of the advertisements are expected to be of high quality and of good taste. MTA will have sole and unquestioned authority to determine what constitutes "high quality and good taste." However, MTA requests the proposers to submit proposed advertising standards/guidelines and how they would limit questionable advertising.

Immoral, vulgar, disreputable or other advertisements that may be offensive to the public shall not be accepted. MTA also expressly reserves the sole right to refuse any advertisement, which may be construed to reflect its support for a particular product, service, idea, political viewpoint, or point of view.

Political advertising and advertising for tobacco products is expressly prohibited by the State of New Hampshire and MTA policy and will not be displayed on or in MTA buses and shelters.

All advertising shall be printed and displayed in a quality manner. The contractor shall maintain all displayed advertising so as to insure its neat appearance, and promptly remove all advertising that is worn or otherwise unsightly in appearance. MTA reserves the right to require the contractor to promptly remove, at the contractor’s own expense, any advertising which, in the opinion of MTA, is unsightly in appearance. The contractor further agrees to remove dated advertising no later than fifteen (15) days following the final date of an advertised event or offer.



## **2.07 Public, Charitable, or Educational Advertisements**

MTA reserves the right to offer unsold interior ad space to certain public, charitable or educational entities free of charge. Such clients are responsible for the production costs for said signs.

## **2.08 MTA Advertising On/In Buses and Bus Shelters**

MTA reserves the right to use, without charge, unsold available advertising space for the promotion of its transit services and the general promotion of ridesharing in Manchester. The contractor shall place and remove MTA advertisements without charge. MTA will be responsible for the production costs of any advertising signs.

## **2.09 Trade for Advertising**

MTA must give prior approval for any trades of advertising space for media time or space (newspaper, billboard, internet, radio or television). It must be guaranteed that any trade time negotiated will not be pre-empted by paid advertising contracted by said media. Monthly logs are required to verify the placements made of advertisements. MTA may cancel the provisions of this paragraph at any time, except for previously approved contracts.

## **2.11 Illustrated/Wrapped Buses**

The advertising message of illustrated/wrapped buses **shall not** cover any of the destination signs on the bus; front, rear or side. The bus number shall be displayed at four locations on a covered bus; front, rear and both sides. The designs for illustrated/wrapped buses shall be such that all emergency exits shall be operable.

## **2.12 Monthly Remittance and Report**

The successful proposer is required to remit revenues earned each month within twenty (20) calendar days after the end of the month in which they were earned. The revenue must be accompanied by a report that includes details of:

- A. All contracts in effect
- B. Billings for the month
- C. Collections for the month
- D. Past due amounts
- E. Total remaining balances on accounts
- F. Contract expiration dates

The monthly payment and report is to be emailed to:

William Cantwell, Assistant Director: Finance  
Phone: (603) 623-8801 ext. 5153 | Email: [wcantwell@mtabus.org](mailto:wcantwell@mtabus.org)

The successful proposer shall maintain all required records for three (3) years after final payment by the successful proposer to MTA under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



The successful proposer will permit MTA to inspect/audit all records and financial data involved in the operation of the concession during the regular business hours maintained by the successful proposer, and at such other times upon one (1) day's written notice.

### **2.13 Contract Expiration**

Upon the expiration of the advertising concession contract, the successful proposer will assign and transfer to MTA all contracts for advertising on/in the buses and bus shelters. Said contracts will then become the property of MTA.

### **2.14 Contract Default or Bankruptcy**

If the successful proposer shall default in complying with the provisions of this agreement, and such default shall continue beyond thirty (30) days, then MTA may terminate this contract upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. In the event of contract termination, neither party shall have any further claim against the other, except that the successful proposer shall be obliged to pay to MTA any monies due to the date of contract termination.

MTA may terminate this agreement forthwith and may remove without liability to it, any advertising matter displayed on its vehicles and bus shelters if the successful proposer shall become bankrupt or insolvent.



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## **SECTION III**

### **–REVENUE PROPOSAL –**

#### **3.01 Revenue Proposal Bid Form**

A Revenue Proposal bid form for bus and shelter advertising is included as part of this RFP. Proposers shall submit this form as their official revenue proposal. Failure to incorporate this bid form in their proposal will result in the proposer's bid being considered non-responsive.

#### **3.02 Share of Revenue/Minimum Guarantee**

Proposer shall submit on the required bid forms the percentage of annual income collected for the sale of advertising space that it will share with MTA. Annual income is defined as the amount collected for the advertising space less advertising agency and/or brokerage commissions (other than the successful proposer's staff), fees, and production charges.

The proposer shall also submit on the required bid form the minimum amount of revenue that it will annually guarantee to pay to MTA.

The successful proposer shall report the annual income at the end of each contract year. In the event payments of a percentage of revenues are less than the minimum guarantee for the contract year, the extra income shall be paid to MTA within 20 days of the end of the contract year.

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## **SECTION IV**

### **– QUALIFICATIONS AND SELECTION CRITERIA –**

#### **4.01 Proposer Qualifications**

Each proposal must contain the following information:

1. The proposer must have a minimum of five years of experience in the transit advertising sales business and demonstrate it has the ability to fulfill the obligations of this contract.
2. The proposer will provide the resumes of the company principals involved with the contract.
3. The proposer will provide a list of other transit agencies that are current clients, inclusive of the name and phone number of a contact person at each agency.

#### **4.03 Selection Criteria**

MTA will review each proposal. The proposals will be evaluated in accordance with the following criteria to determine highest value for MTA for initial five year contract.

##### **A. Experience and Capabilities of Proposer**

The experience and capability of the proposer to undertake this contract with the maximum financial return to MTA. Client references and proposer's financial capacity will also be considered.

##### **B. Revenue Potential**

The probability and potential for maximum revenue generation based on provided approach and past performance.

##### **C. Revenue Guarantee**

The revenue bid proposal will be reviewed to determine the bid that is in the best financial interest of MTA. This includes minimum guarantee annually.

#### **4.04 Oral Interviews**

Upon review of the proposals, one or more proposers may be invited to participate in oral interviews. MTA reserves the right to award the contract without conducting interviews.

MTA also reserves the right to reject any or all proposals and to waive any informality or irregularity if it is in the best interest of MTA to do so.



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## REVENUE PROPOSAL FOR VEHICLE AND SHELTER ADVERTISING

Proposers are to present their **Revenue Bid Proposal** in the following format:

### **EXTERIOR/INTERIOR BUS & SHELTER ADVERTISING**

#### **Share of Revenue:**

- \_\_\_\_ % of Annual Income payable to MTA in 2022 (January thru December)
- \_\_\_\_ % of Annual Income payable to MTA in 2023 (January thru December)
- \_\_\_\_ % of Annual Income payable to MTA in 2024 (January thru December)
- \_\_\_\_ % of Annual Income payable to MTA in 2025 (January thru December)
- \_\_\_\_ % of Annual Income payable to MTA in 2026 (January thru December)
- \_\_\_\_ % of Annual Income payable to MTA in 2027 (January thru December)

#### **Minimum Guarantee:**

- Minimum Annual Revenue Guarantee in 2022 \$ \_\_\_\_\_
- Minimum Annual Revenue Guarantee in 2023 \$ \_\_\_\_\_
- Minimum Annual Revenue Guarantee in 2024 \$ \_\_\_\_\_
- Minimum Annual Revenue Guarantee in 2025 \$ \_\_\_\_\_
- Minimum Annual Revenue Guarantee in 2026 \$ \_\_\_\_\_
- Minimum Annual Revenue Guarantee in 2027 \$ \_\_\_\_\_

*Proposer is to complete this Revenue Proposal form in compliance with Section 3, Revenue Proposal, of the RFP.*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title



# MANCHESTER TRANSIT AUTHORITY

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## EXHIBIT A

### – SYSTEM PROFILE OVERVIEW –

MTA is the fixed route and demand-response bus service operator that provides public transit service to the Greater Manchester NH areas, including Concord, Nashua, and eight surrounding towns.

Transit Bus Fleet			
	QTY	Year(s)	Length
Alexander Dennis	17	2017-2022	30'

Paratransit Fleet			
	QTY	Year(s)	Length
Low Floor Cutaways	5	2018-2021	26'
High Floor Cutaways	6	2012-2020	26'
Caravans	2	2014	

### Service Characteristics

- Days of Service:** Weekdays  
 Saturdays  
 No Sunday Service  
 No Service on Ten (10) Major Holidays
- Approximate Hours:** 05:25 AM – 09:50 PM Monday thru Friday  
 09:30 AM – 05:30 PM Saturday
- Peak Buses:** Weekday - 17  
 Saturday - 09

### FY20 COVID

Annual Miles Operated	62,488
Annual Hours Operated	5,870
Annual Ridership	196, 586



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## **SECTION V**

### **– FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS –**

#### **SOLICITATION PROVISIONS/REQUIRED CONTRACT CLAUSES**

##### **5.1 Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses**

Operation of Manchester Transit Authority is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Manchester Transit Authority (hereinafter referred to as MTA) and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1B. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following solicitation provisions and required contract clauses will be incorporated by reference in any contract resulting from this Solicitation issued by MTA. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

#### **ELIGIBILITY, PROHIBITED INTERESTS, NON-COLLUSION, ETHICS**

##### **5.2 Non-Collusion; Affidavits**

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and that it has not been communicated by the bidder to anyone not an employee or agent or surety of the bidder. Bidders are required to furnish a Federal Non-collusion Affidavit (Attachment 1.1). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the bidder's bid.

##### **5.3 Ineligible Bidders; Certification**

The bidder certifies that it is not included in the U.S. Comptroller General's List of Ineligible Contractors Debarred for Violations of Labor Standards Provisions. Bidders are required to furnish a signed Ineligible Contractors Certificate (Attachment 1.2). Failure to submit the certificate at the time of bid opening shall be grounds for the disqualification of the bidder's bid.

5.4 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions. (Third Party Contracts Over \$100,000)

Instructions for Certification

- (a) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTA may pursue available remedies, including suspension and/or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to MTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTA for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTA.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- (h) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is



suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTA may pursue available remedies including suspension and/or debarment.

(j) The certification language is as follows:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction."

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal."

#### 5.5 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," included herein as Bid Attachment 1.3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the MTA.

#### 5.6 Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

#### 5.7 Prohibited Interest

No member, officer, or employee of MTA or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 5.8 Covenant Against Gratuities

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of MTA during the period of this contract or for a period of one year thereafter.

#### 5.9 Program Fraud and False or Fraudulent Statements and Related Acts

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 Project. Upon execution of the underlying 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 the underlying 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 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 under the authority of 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.

#### 5.10 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE**

#### 5.11 Title VI, Civil Rights Act of 1964, Compliance

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (a) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.
- (b) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.



(c) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - 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 agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

1. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 5.12 Disadvantaged Business Enterprise, 49 CFR Part 23

The Federal Fiscal Year goal has been set by the MTA in an attempt to match projected procurements with available qualified disadvantaged businesses. The MTA's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the MTA as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the MTA may declare the Contractor noncompliant and in

breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the MTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the MTA to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the MTA's procurement activities is encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the MTA may declare the contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the MTA's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the MTA and will be submitted to the MTA upon request.

(e) The MTA will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

- \* Identification of qualified DBE
- \* Available listing of Minority Assistance Agencies
- \* Holding bid conferences to emphasize requirements

DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of

the stock of which is owned by one or more socially and economically disadvantaged individuals;  
and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

### 5.13 Access Requirements for Individuals with Disabilities

The MTA agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The MTA also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the MTA agrees to comply with all applicable requirements of the following regulations and any



subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

## **ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION, CONSERVATION, AND SAFETY REQUIREMENTS**

### 5.14 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### 5.15 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### 5.16 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in



turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 5.17 Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **OTHER STATUTORY REQUIREMENTS**

#### 5.18 Access to Records and Reports

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation

and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### 5.19 Indemnity

The Contractor agrees to indemnify, defend, and hold MTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of MTA and the Contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorney's fees incurred by MTA, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the Contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes or any breach by the Contractor of any of its other duties, representations, covenants, or other agreements in the contract documents. The Contractor will defend all suits brought upon all such claims and lawsuits and shall pay all reasonable costs and expenses incidental thereto, but MTA shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the contractor of any of its obligations hereunder.

#### 5.20 Notice of Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### 5.21 Compliance with Laws/Permits and Licenses

Contractor will give all notices and comply with all federal, State, County, and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract, or concerning the production of goods there under, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by MTA in the contract documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, the Contractor shall furnish to MTA certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, State, County, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and MTA by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### 5.22 Records Retention/Audit and Inspection of Records

- (a) The Contractor shall permit the authorized representatives of MTA, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this contract.
- (b) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that MTA, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" 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.
- (c) The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.





# **MANCHESTER TRANSIT AUTHORITY**

RFP 21-06: Transit Advertising Concession  
Issued September 15, 2021

## **BID ATTACHMENT 1.1**

### **- AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS -**

#### **AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual, a partner in the bid (of the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_ 20\_\_\_\_

Proposer's E.I. Number \_\_\_\_\_  
(Number used on employer's Quarterly Federal Tax Return)



Alexandra Horton, Chair  
Michelle Lauder, Vice Chair  
Dan Elliott  
Patrick Arnold

Mike Whitten, Executive Director

# **MANCHESTER TRANSIT AUTHORITY**

RFP 21-06: Transit Advertising Concession  
Issued September 15, 2021

## **BID ATTACHMENT 1.2**

### **- INELIGIBLE CONTRACTORS CERTIFICATE -**

"The \_\_\_\_\_ (name of the third party contractor) hereby certifies that it IS / IS NOT (circle one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard Provisions.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# **MANCHESTER TRANSIT AUTHORITY**

RFP 21-06: Transit Advertising Concession  
Issued September 15, 2021

## **BID ATTACHMENT 1.3**

### **– CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20 –**

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

(1) 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 31, U.S.C. § 1352 (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.]



Alexandra Horton, Chair  
Michelle Lauder, Vice Chair  
Dan Elliott  
Patrick Arnold

Mike Whitten, Executive Director

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.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date