



REQUEST FOR QUALIFICATIONS

Lehigh Valley Planning Commission On-Call Graphic Design Services Rev. A

April 2026

Issued by:

Lehigh Valley Planning Commission
615 Waterfront Drive, Suite 201
Allentown, PA 18102
www.lvpc.org
610-264-4544

REQUEST FOR QUALIFICATIONS – ON-CALL GRAPHIC DESIGN SERVICES

Lehigh Valley Planning Commission On-Call Graphic Design Services

The Lehigh Valley Planning Commission (LVPC) of Lehigh County and Northampton County, Pennsylvania, is seeking multiple qualified graphic designers or design firms to provide on-call support to supplement the in-house LVPC Communications Team. The graphic design work will address and support technical work and complex information that should be approached and presented in a manner that is accessible and understandable by the community as a whole.

This is not a one-time project. It’s an opportunity to become a trusted extension of our team -- helping us maintain high-quality, visually compelling communications during peak periods of activity. This is a remote work opportunity but could require occasional onsite availability at the LVPC Offices at 615 Waterfront, Suite 201, Allentown, PA 18102.

We are seeking graphic designers who can take complex, technical information and turn it into clear, engaging visuals that resonate with a wide range of audiences -- from municipal officials to residents to regional stakeholders. A key element is maintaining brand consistency that keeps graphics, colorways, and overall design aesthetics in line with the LVPC brand, which is bright, clean, and attention grabbing.

Included is information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contract.

SCHEDULE

RFQ Issue Date:	Tuesday, April 28 , 2026
Questions Due:	Tuesday, May 12 , 2026, 4:00 PM EDT
Answers to Questions Posted:	Friday, May 15 , 2026, 12:00 PM EDT
Proposals Due:	Friday, May 22 , 2026, 4:00 PM EDT
Notification of Potential Firm for Interview:	Thursday, May 28 , 2026
Anticipated Notice of Award:	Friday, June 19, 2026
Anticipated Beginning of Contract:	Monday, June 29, 2026

QUESTIONS

All questions regarding this request for proposals should be submitted via email to Tracy Oscavich, Director of Administration at toscavich@lvpc.org by Tuesday, May 12, 2006 at 4:00 PM EDT using “Graphic Design RFQ Questions” in the subject line.

SUBMISSION

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Applicants must submit proposals via email to David Cohen, Director of Regional Planning at dcohen@lvpc.org by Friday, May 22, 2006 at 4:00 PM EDT using “Graphic Design Qualifications” in the subject line. No proposals will be discussed, shared or otherwise communicated internally or externally prior to the close of the proposal period in order to maintain integrity of the process.

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SECTION 1. LVPC ON-CALL GRAPHIC DESIGN SERVICES

1. **Why We Are Issuing this RFQ.** The LVPC is seeking multiple qualified graphic designers or design firms to provide on-call support to increase capacity and resources as needed. The LVPC’s workload has increased significantly in recent years and the need for outside professional graphic design services as also increased. The LVPC engages in technical work and is a public agency. Complex information must be approached in a way that that is accessible and understandable by the community as a whole.

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This is not a one-time project. It is an opportunity to become a trusted extension of our team -- helping us maintain high-quality, visually compelling communications during peak periods of activity. This is a remote work opportunity, but could require occasional onsite availability at the LVPC offices at 615 Waterfront Drive, Suite 201, Allentown, PA 18102.

- 2. Who We Are.** The Lehigh Valley Planning Commission (LVPC) serves as the regional planning agency for Lehigh and Northampton counties, working with 62 municipalities, state and federal agencies, and the community overall to shape a livable, sustainable and economically vibrant future. The LVPC is a government agency and has two Boards of Directors and operates under about 12 federal and Pennsylvania laws.

Our work sits at the intersection of data and decision-making -- guiding transportation investments, shaping land use policy, advancing housing solutions and telling the story of a region that continues to grow and evolve. The work we do is complex and communicating that work in a clear, concise and effective manner is essential.

The LVPC produces about 4 - 8 publications a year. We manage our website, social media and communications in house. Due to our growth, the growth of our region, and the growth of our programs, our volume of work has increased.

- 3. What We Are Seeking.** We need a designer who can take complex, technical information and turn it into clear, engaging designs that resonate with a wide range of audiences -- from municipal officials to residents to regional stakeholders. Brand consistency that keeps graphics, colorways, and overall design aesthetics in line with the LVPC brand, which is bright, clean, and attention grabbing.

Assignments may include:

- Designing a variety and range of reports, plans and publications as long as 300 pages and longer with appendices; and including summary and longer reports
- Develop communications tools using video, interactive dashboards, and visual explainers to elevate the effectiveness, reach, engagement, and public understanding.
- Creating infographics and data visualizations rooted in real analysis
- Developing presentation materials and public-facing graphics
- Creating long and short-term campaigns for LVPC products
- Supporting branding for regional initiatives and plans including creating sub-brands
- Producing digital content and design for web and social media
- Preparing web and print-ready materials that are ADA compliant
- Working closely with the LVPC communications and other LVPC teams

Work will be assigned on an as-needed, task-based basis.

- 4. What Success Looks Like.** The right partner will:
 - Deliver clean, modern, highly readable design
 - Translate data into visuals that support fact-based decision-making
 - Work efficiently under tight timelines when needed
 - Communicate clearly and collaborate seamlessly with staff
 - Adapt to and maintain LVPC's established visual identity

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5. **Qualifications.** We are seeking:

- Demonstrated experience in graphic design, ideally in planning, public policy or related fields
- A strong portfolio that includes reports, infographics and data-driven storytelling
- Proficiency in Adobe Creative Suite. Expertise in InDesign, Illustrator, and Photoshop are essential. Experience with Adobe Premiere and Adobe Firefly are a plus
- Visual elements for the web such as web site layout, graphic and user interface elements.
- The ability to manage multiple assignments and meet tight deadlines
- Strong communication and organizational skills and ability to work in advanced collaborative teams with highly skilled professionals
- Experience working with public-sector clients is a plus

6. **Contract Details**

- This is an **on-call, as needed engagement**
- Contract term: 24 months with optional annual, 12-month extensions
- Compensation will be based on hourly rates by task

7. **How We Will Evaluate Proposals**

- Experience, including range, type and quality; and experience in working with governments
- List of current clients
- Technical skills
- Ability to communicate complex ideas visually
- Responsiveness and clarity of your proposal
- Capacity to meet deadlines and adapt to changing needs
- Cost

8. **Submission Details**

Submit proposals electronically to:

David Cohen, Director of Regional Planning at dcohen@lvpc.org

Deadline to apply: Friday, May 22, 2026, 4:00 PM EDT using “Graphic Design Qualifications” in the subject line.

SECTION 2. GENERAL TERMS

1. The LVPC reserves the right to reject any or all proposals, request additional information, and to select the consultant or consultants that it determines to be in the best interest of the LVPC. Any person on the list of ineligible contractors for federally assisted projects is not an eligible proposer.
2. The contract is subject to the approval of LVPC and is effective only upon their approval.
3. Proposers are bound by the deadline and location requirements for submittals in response to this RFQ as stated above.
4. Proposals will remain effective for LVPC review and approval for ninety (90) days from the deadline for submitting proposals.
5. If only one proposal is received by the LVPC, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals are effective.

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6. The proposer is encouraged to add to, modify or clarify any scope of work items it deems appropriate to develop a high-quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed must accomplish the goals and work stated in this RFQ.
7. The LVPC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. SS 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in the response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SECTION 3. INSTRUCTIONS

Firms are encouraged to submit comprehensive proposals. It is the responsibility of all Proposers to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after deadline.

The following items must be submitted with each proposal. Failure to include ANY of these items may result in a proposal being rejected.

1. Letter of Transmittal/Cover Letter

- a. A cover letter is required from a principal in the firm submitting the proposal on behalf of their company or consortium. The cover letter shall be no longer than two (2) pages and shall include:

- i. **Introduction**

- ii. **Business Organization:** The full company name, address, telephone number(s), fax number(s), and e-mail address(es) of the person(s) who will be authorized to represent the Proposer.

If applicable, include the address, telephone number(s), fax number(s), and e-mail address(es) for the branch office or other subordinate element that will perform or assist in performing work on the project. In addition, the businesses' Employer Identification Number is required.

- iii. **Operations:** Indicate whether the Proposer operates as a partnership or corporation; if incorporated, include the state of incorporation.
- iv. **Lawsuits:** Indicate whether or not the Proposer is a party to an outstanding lawsuit against the Lehigh Valley Planning Commission, the Lehigh Valley Metropolitan Planning Organization/Lehigh Valley Transportation Study, the Lehigh and Northampton Transportation Authority, the Pennsylvania Department of Transportation, the United States Department of Transportation, the Pennsylvania Department of Environmental Protection, and/or the United States Environmental Protection Agency.
- v. **Certification:** The letter shall agree to all terms and conditions in this RFQ, and specifically include the following language:

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1. No employee of the Lehigh Valley Planning Commission (LVPC), no member of the LVPC Executive Board, no employee of the Metropolitan Planning Organization/Lehigh Valley Transportation Study (the MPO), Lehigh Valley Planning Commission (LVPC), no voting member of the MPO's governing bodies, no member of the governing body or staff of any MPO member jurisdiction, and no member or employee of the Pennsylvania Department of Transportation exercising functions or responsibilities with respect to this project shall, during their tenure or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.
 - vi. **Signature:** The letter shall be signed by a person authorized to bind the company to all commitments made in the proposal.
 - b. By submitting a proposal pursuant to this RFQ and executing the cover letter, Proposer acknowledges that he/she has read this RFQ, understands it, and agrees to be bound by its terms and conditions.
2. **Proposal** - The body of the Proposal shall include, in order:
- a. **Executive Summary:** Provide a complete and concise summary of Proposer's background, areas and levels of expertise, relevant experience, and ability to meet the requirements of this RFQ. The executive summary should briefly state why the Proposer is the best candidate for the contract. The summary should be organized so it can serve as a stand-alone document apart from the remainder of the proposal.
 - b. **Relevant experience and examples of similar work**
 - c. **Web experience**
 - d. **Portfolio** (links or PDF)
 - e. **Your approach to handling on-call work** (availability, turnaround, communication)
 - f. **Fee structure** (hourly rates by task and typical project pricing)
 - g. **Fees based on different types of work**
 - h. **At least three references with contact information**
 - i. **Information and graphics from last three projects, and as an additional option information and graphics from other relevant projects.**
 - j. **Names, titles and qualifications and experience of people that will be assigned to work**
 - k. **Attachments:** Executed copies of:
 - i. Disadvantaged Business Enterprise (DBE) Participation Schedule (if applicable)
 - ii. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - iii. Certification of Non-Collusion
 - iv. Certification of Commissioner (Contingent Fees)
 - v. Certification of Fair Employment Practices
 - vi. Conflict of Interest Disclosure

Disposition of Proposals

All proposals submitted in response to this RFQ will become the property of LVPC and a matter of public record.

SECTION 4. SUBMISSION, EVALUATION AND SELECTION

1. Submission

All materials submitted in response to this RFQ become the property of the LVPC upon submission and are to be appended to any formal documentation which would further define or expand the contractual relationship between the LVPC and the Proposer.

2. Inquiries

Any information which may have been released by LVPC staff prior to the issuance of this RFQ shall be disregarded. Any correspondence related to this RFQ should refer to the appropriate RFQ title, page, and paragraph.

3. Verification of Information

LVPC staff may verify all information submitted as part of a Proposal. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the proposal.

4. Exceptions

Any desired exceptions to the Scope of Services or terms and conditions of this RFQ must be included in the proposal and must address the specific page and paragraph of the RFQ in which the conflict exists. A Proposer's preprinted terms and conditions will not be considered as exceptions.

5. Proposal Opening

Proposals shall be opened on the date and time listed in the schedule of this RFQ. All offers and any modifications and other information received in response to this RFQ shall be shown only to authorized individuals having a legitimate interest or persons assisting in the evaluation. After contract award, the successful proposal and evaluation document shall be open for public inspection.

6. Late Qualifications

Late qualifications will not be considered.

7. Withdrawal of Qualifications

A Proposer (or designated representative) may withdraw their proposal at any time prior to the specified due date and time.

8. Required Forms and Assurances

The following forms and assurances (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response.

- a. Disadvantage Business Enterprise (DBE) Participation Schedule (if applicable)
- b. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- c. Certification of Non-Collusion
- d. Certification of Commissioner (Contingent Fees)
- e. Certification of Fair Employment Practices
- f. Conflict of Interest Disclosure (if applicable)

9. Evaluation

Proposals will be reviewed and scored by LVPC personnel selected by the LVPC. A recommendation for contracting will be made to the LVPC Executive Director based upon the reviews, scoring, any interviews and deliberation, to the LVPC Executive Committee for any contracting. The Elements of the Evaluation Process include:

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- a. Identifying unclear or ambiguous proposal provisions
 - I. It may be necessary during the evaluation process to obtain additional or clarifying information from Proposers regarding the terms of their proposal. The request for such clarification is at the sole discretion of LVPC personnel and there is no obligation expressed or implied requiring the LVPC to make such a request. At its sole discretion, LVPC may make an award determination without asking for clarification of responses to the RFQ evaluation and selection criteria.
- b. Identifying deficiencies in proposals
 - I. Evaluations will identify areas in any proposal that do not meet the basic requirements as set forth in the RFQ and may render the proposal unacceptable. Unacceptable proposals which will not be further considered for evaluation after initial screening will include:
 - A proposal that does not represent a reasonable initial effort to address itself to the essential requirements of the RFQ or clearly demonstrates the Proposer does not understand the requirements of the RFQ.
 - A proposal that contains major omissions which would result in a major revision to an evaluation factor or the entire proposal.
 - A proposal that fails to include properly complete required forms and documents.

10. Optional Interviews and Presentations

The LVPC has the authority to select Proposers and invite them for an optional interview prior to awarding the contract. In this process, LVPC personnel, may ask the respondents to give an oral presentation, no more than 20 minutes, of their respective proposals. The purpose of this oral presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar services, and an opportunity for the Firm to clarify or elaborate on their qualifications without restating the proposal to LVPC Personnel. The optional interview and presentation are merely to present facts and explanation to LVPC Personnel, and not to negotiate any terms of the contract or selection process. The optional interview and presentation, if deemed necessary by LVPC Personnel, will be held virtually using the Microsoft Teams platform. The day and time will be notified to the respondents the week prior to the meeting. All costs and expenses incurred for the purpose of interview and presentation shall be the responsibility of the Firm.

11. Contract Award

The contract will be awarded based on a competitive selection and scoring process. The scores from the technical proposal evaluation, cost proposal evaluation and interviews and presentation (if held) will be summed in making a final decision to award the contract. It should be noted that the Company with the lowest cost proposal will not necessarily be awarded the contract. The Review Committee shall conduct evaluations and provide a ranked list of the Company, along with their final selection for hire. The LVPC will enter into an agreement with the selected Company.

12. Contract Negotiations

Based on the information submitted and internal budgetary considerations, the LVPC may request adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, the LVPC can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations will begin with the third ranked firm. This process will continue until all firms have been exhausted.

13. Award of Contract

Notwithstanding any other provision of this RFQ, the LVPC expressly reserves the right to:

- a. Waive any immaterial defect or informality

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- b. Reject any or all proposals, or portions thereof
- c. Reissue a Request for Proposal
- d. Modify the number and types of data to be collected to meet budgetary limitations
- e. Cancel the Solicitation

14. Offer and Acceptance Period

A response to this RFQ is an offer to contract with the LVPC based upon the terms, conditions, scope of services and specifications contained herein. Submitted proposals are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

SECTION 5. CONTRACT PROVISIONS

Proposer shall submit standard contract as a part of proposal. However, the LVPC reserves the right to enter into the contract with the successful firm or to negotiate the terms of graphic design contract. This section is not all-inclusive but contains major provisions which may affect the development of a proposal.

1. Payment

The contract for this project will be a cost-plus type, and payment will be made only after proper invoices and supporting documentation have been submitted to the LVPC. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates. Payment of any invoice shall not preclude the LVPC from making claim for adjustment on any service found not to have been in accordance with the contract.

2. Taxes

The LVPC is exempt from PA State or Local Sales and Use Tax. Exemption certificates will be furnished upon request.

3. Conflict of Interest

The LVPC reserves the right to preclude offering a work assignment to a Company should a real, apparent, or potential conflict of interest exist as determined by the LVPC.

4. Performance Standards

The LVPC relies upon the Firm to provide services in accordance with the contract and performance standards established for cleaning services. The Firm agrees that time is of the essence, and that contractual commitments shall be met.

5. Cancellation

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the LVPC:

- a. Firm fails to adequately perform the services required in the contract;
- b. Firm attempts to impose service or workmanship which is of an unacceptable quality; or
- c. Firm fails to make progress in the performance of the requirements of the contract, and/or gives the LVPC a positive indication that the Firm will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Firm agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other

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legal remedies which may be available to the LVPC because of the cancellation, agrees to indemnify the LVPC for its cost in procuring the services of a new Firm.

The LVPC shall give the Firm written notice of default. After receipt of such notice, the Firm shall have five (5) business days in which to cure such failure. In the event the Firm does not cure such failure, the LVPC may terminate all or any part of the contract without further consideration by so notifying the Firm in writing.

6. Contract Termination

By written notice, the LVPC may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, the Firm will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

7. Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Firm will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

8. Confidentially

Firm acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

Firm shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. The LVPC reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the LVPC. All proprietary information and all copies thereof shall be returned to the LVPC upon completion of the work for which it was obtained or developed.

9. Removal of Contract Employees

Firm agrees to utilize only experienced, responsible, and capable people in the performance of the work. The LVPC may require that the Firm remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of the LVPC.

10. Contract Term

The term of any resultant contract shall commence on the date of Notice to Proceed, unless terminated, canceled, or extended as otherwise provided herein.

11. Contract Extension

The LVPC reserves the right to extend the contract period for 31 days beyond the stated expiration date. In addition, by mutual written agreement, any contract may be extended for supplemental periods up to a maximum of one year or as mutually agreed.

12. Insurance

Without limiting its liability, Firm shall maintain the following insurance during the life of the contract: worker's compensation, comprehensive general liability, automobile liability, and errors and omissions. Firm shall provide LVPC with a standard Certificate of Insurance as evidence of this coverage. The

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amounts of coverage are outlined in Exhibit A - Contract, but shall generally be sufficient to protect the LVPC from liability as a result of this project. Coverage shall not be canceled, reduced, or allowed to lapse without written notice to LVPC.

SECTION 6. DISADVANTAGED BUSINESS ENTERPRISE AND SMALL BUSINESS ENTERPRISE PROGRAMS

The LVPC is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with LVPC is encouraged to involve DBEs in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

In addition to DBEs, LVPC encourages the use of small businesses under the Small Business Enterprise (SBE) program in Pennsylvania. Small business concerns are those entities seeking to participate in contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business Administration regulations as per 13 CFR Part 121. These programs are designed to facilitate greater participation of small businesses in transportation related procurements. Any party that enters into an agreement with LVPC is encouraged to involve SBEs in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

1. Submission Requirements

The respondent, using the attached DBE Participation Schedule, included in the Section 8: Forms, is required to furnish the following documentation as part of their proposal:

- The names and addresses of DBE firms that will participate in the Contract
- A description of the work that each DBE will perform
- The percentage of participation of each DBE firm participating

Contractors must maintain records to ensure compliance with 49 CFR Part 26 obligations by indicating the number of DBE/SBE and non-DBE/SBE subcontractors, the type of work performed on the project, documentation of efforts to secure DBE/SBE firms for available subcontracting opportunities and the means of communication used to obtain the services of DBE/SBEs, and dollar amounts paid to DBE/SBEs.

Contractors looking for certified DBE/SBEs can search these online databases:

- PA Unified Certification Program: <https://paucp.dbesystem.com/>
- PA Small Business Enterprise Program: <https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>

SECTION 7. FORMS AND ASSURANCES

The following forms and assurances (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response.

1. Disadvantaged Business Enterprise (DBE) Participation Schedule (if applicable)
2. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
3. Disclosure of Lobbying Activities
4. Certification of Non-Collusion
5. Certification of Commissioner (Contingent Fees)
6. Certification of Fair Employment Practices
7. Conflict of Interest Disclosure (if applicable)

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FORM AND ASSURANCE #1

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE

As specified in the DBE Participation Section included in the Request for Proposal Documents, the Proposer shall furnish to LVPC's satisfaction the details of disadvantaged business enterprise participation.

Table 1: All Work to be Performed by DBEs

Name of DBE Firm	Contact Person (Business Address & Telephone Number)	Description of Work to be Performed	Total DBE Percentage of Total Work
Project Name:			
Name:			
Title:			
Firm or Corporation:			
Email:			
Telephone Number:			

Proposers are hereby notified that the information contained herein will be verified with the designated DBE firm. Additionally, if and when the award of a contract is made, all DBE firms listed herein will be simultaneously notified of the award. LVPC reserves the right to waive informalities herein in its sole reasonable discretion. All percentages must be expressed as a percentage of the proposer's total maximum price to LVPC.

Signature: _____ Date: _____

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FORM AND ASSURANCE #2

**CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned 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 any 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 of Lobbying Activities, in accordance with its instructions.

(3) 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 under Section 1352, Title 31, U. S. Code. 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 such failure.

Name of Organization: _____

Address: _____

State: _____

Zip Code: _____

(Signature of Authorized Official)

(Title of Authorized Official)

(Date)

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0048

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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FORM AND ASSURANCE #3

CERTIFICATION OF NON-COLLUSION

The undersigned, having been fully informed regarding the accuracy of the statements made herein, certifies that:

- (1) This proposal was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Proposer or potential Proposer.
- (2) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.
- (3) This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- (4) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

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FORM AND ASSURANCE #4

CERTIFICATION OF COMMISSIONER

I, the undersigned, hereby certify that I am a duly authorized representative of the firm, and that neither I nor the firm I represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this agreement;
- b) Agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement or
- c) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement, except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Department of Transportation of the Commonwealth of Pennsylvania, and to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds, and is subject to the applicable State and Federal laws, both criminal and civil.

I acknowledge that this certification applies to the firm and interactions by individuals within the firm that I represent, as it relates to the influencing or attempting to influence officers or employees of the LVPC, members of the LVPC Executive Committee, an officer or employee of any LVPC member jurisdictions, or officer or employee of any Metropolitan Planning Organization member jurisdictions in connection with the award of any LVPC contract, the making of any LVPC grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any LVPC contract, grant, loan, or cooperative agreement.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

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FORM AND ASSURANCE #5

CERTIFICATION OF FAIR EMPLOYMENT PRACTICES

The undersigned states that _____ (Proposer), by its employment policy, standards and practices, does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, sex, religion, or disability.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

REQUEST FOR QUALIFICATIONS – ON CALL GRAPHIC DESIGN SERVICES

FORM AND ASSURANCE #6

CONFLICT OF INTEREST DISCLOSURE

Instructions

The LVPC, in keeping with the Commonwealth of Pennsylvania Ethics Law, asks that all persons or firms seeking contracts valued at \$50,000 or more complete and submit this form along with their proposal. This requirement also applies to any proposed subcontractors whose portion of the work is valued at \$25,000 or more. Failure to comply with this requirement may cause your proposal to be declared non-responsive.

All questions apply to all members of the LVPC and answers should address all members. Members include: U.S. Department of Transportation (USDOT), Pennsylvania Department of Transportation (PennDOT), Lehigh Valley Transportation Study (LVPC/LVTS), and shall be referred to as “MEMBERS” throughout this form.

Questions

1. Does your firm have an existing relationship with any employee(s) and/or member(s) or officer(s) of the Executive Committee that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm becomes a recipient of a contract with the LVPC?

YES NO

If “yes,” please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:

Name: _____

Relationship: _____

2. Have you or any member of your firm been an employee of the MEMBERS, served as a member of the Executive Committee, or as an MPO officer of the MEMBERS within the last 24 months?

YES NO

If “yes,” please list name(s), position(s), and dates of service:

Name: _____

Position: _____

Dates of Service: _____

3. Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to any of the following: an employee, Executive

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Committee member, or MPO officer of the MEMBERS that is considering your contract proposal?

YES NO

If "yes," please list name and the nature of the relationship:

Name: _____

Relationship: _____

4. In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee, Executive Committee member, or officer of the MPO of any of the MEMBERS?

YES NO

If "yes," please list name and the nature of the relationship:

Name: _____

Relationship: _____

5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee, Executive Committee member, or MPO officer of the MEMBERS?

?

YES NO

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name: _____

Date: _____

Value: _____

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

SECTION 8. EXHIBITS

Contractor must meet all requirements included in the following exhibits:

Exhibit A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated, and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

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7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth 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 Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

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EXHIBIT B

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

1. Selection of Labor: During the performance of this Agreement, Contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. Employment Practices: During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of Contractor's commitments under Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
 - e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and Contractor may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive

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exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the Commission the applicable Departments or any other applicable governmental agency may impose such contract sanctions as they or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to Contractor under the contract until Contractor complies; and/or
 - ii. cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: Contractor shall include the provisions of this Paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as the commission, and any Departments may direct as a means of enforcing such provisions including sanctions for noncompliance.

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EXHIBIT C

RIGHT TO KNOW LAW

1. Contractor understands that this Agreement and records related to or arising out of the Grant Agreement may be subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**"). For the purpose of these provisions, the term "the **Commonwealth**" shall refer to the Departments or any other granting Commonwealth agency.
2. If the Commonwealth needs Contractor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify Contractor using the legal contact information provided in the Agreement. Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Contractor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("**Requested Information**"), Contractor shall:
 - a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Contractor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
4. If Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Contractor considers exempt from production under the RTKL, Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
6. If Contractor fails to provide the Requested Information within the time period required by these provisions, Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's failure, including any statutory damages assessed against the Commonwealth.

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7. Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
8. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as Contractor has Requested Information in its possession.

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EXHIBIT D

CONTRACTOR INTEGRITY PROVISIONS

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth of Pennsylvania (“**Commonwealth**”), that as of the date of its execution of this Agreement, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Agreement, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commission and the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commission and the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default under this Agreement.
5. The Contractor agrees to reimburse the Commission and the Commonwealth for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor, the Commission and/or the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services Office of Chief Counsel
603 North Office Building Harrisburg, PA 17125
Telephone No: (717) 783-6472
Fax No: (717) 787-9138

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7. It is essential that the parties to this Agreement observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commission/Commonwealth and Commission/Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Agreement services are performed shall satisfy this requirement.
 - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Agreement, except as provided in this Agreement.
 - d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Agreement, unless the financial interest is disclosed to the Commission and the Commonwealth in writing and both the Commission and the Commonwealth consent to Contractor's financial interest prior to Commonwealth execution of the Agreement. Contractor shall disclose the financial interest to the Commission and the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Agreement signed by Contractor.
8. Contractor certifies to the best of its knowledge and belief, that within the last five (5) years, Contractor or any of its affiliates and/or related parties have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;

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- d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
9. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission and the Commonwealth in writing if at any time during the term of the Agreement it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commission and/or Commonwealth may, in their sole discretion, terminate the Agreement for cause if they learn that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.
10. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Agreement was awarded on a Non-Bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission and Commonwealth contracting officer or the Office of the State Inspector General in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this Agreement and by the submission of any bills, invoices or requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any Agreement negotiations or during the term of the Agreement, to include any extensions thereof. Contractor shall immediately notify the Commission and the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission and the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission and/or Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
13. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged violations of these provisions.
14. Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees

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to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State 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 refer to or concern this Agreement. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

15. For violation of any of these Contractor Integrity Provisions, the Commonwealth may, if applicable, terminate this Agreement and any other contract with 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 in obtaining another contractor to complete performance under this Agreement, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise,

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EXHIBIT E

LVPC/LVTS TITLE VI CERTIFICATION FOR SUBRECIPIENTS

All subrecipient and grantees of LVPC/LVTS must ensure that no person in the United States, on the grounds of race, color, national origin, sex, age, or disability be excluded from participating in, denied the benefits of, or be subject to discrimination under any project, program or activity funded in whole or in part through grants or funding as pursuant to Title VI of the 1964 Civil Rights Act and other related nondiscrimination laws and regulations. In accordance with FTA C 4702.1B, this form must be completed by any entity planning to enter into a subrecipient relationship with LVPC/LVTS. The purpose of this form is to collect information about your entity's Title VI and nondiscrimination practices prior to issuance of a grant award document or funding. Information may also be used as part of sub-award monitoring activities and/or to identify technical assistance needed to strengthen operations.

Subrecipient Information

Entity Name: _____

Address: _____

Contact Name/Title: _____

Phone: _____

Type of Entity (please circle one):

Local Government Transit Agency Non-Profit Organization Other

Start and end date of current fiscal year: _____

Compliance with Title VI and Other Nondiscrimination Directives

1. As a condition of receiving any federal financial assistance from LVPC/LVTS, subrecipients must comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination directives by affirming that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity of your organization and further affirm that your entity will promptly take any measures necessary to effectuate this agreement.

- **Yes**, we understand and affirm compliance with Title VI of the Civil Rights Act and other pertinent nondiscrimination directives.
- **No**, we do not affirm compliance.

2. Does your organization have a Title VI Compliance Plan or abide by LVPC/LVTS' Title VI Compliance Plan?

- **Yes, we have our own Title VI Compliance Plan** and will provide an electronic copy of our entity's Title VI Compliance Plan to LVPC/LVTS with this form.

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- **Yes, we abide by LVPC/LVTS' Title VI Compliance Plan.**
- **No, we will not abide by LVPC/LVTS' Title VI Compliance Plan,** nor do we have our own Title VI Compliance Plan.

3. Has your organization had any Civil Rights complaints, investigations, and/or lawsuits in the last three years? If yes, please explain the Title VI complaint(s), investigation(s), and/or lawsuit(s) below including date(s), status, action(s) taken, and outcome(s). Please submit any supporting documentation.

Authorized Official Certification

I hereby acknowledge and certify that the information contained in this Title VI certification is true and correct and that our entity understands and accepts responsibility for maintaining compliance with the provisions of the applicable federal acts and other related nondiscrimination requirements for all federal funded programs and/or activities.

Signature

Date

Name and Title (PRINT)

Phone: _____

Email: _____