REQUEST FOR PROPOSALS
FOR
BeST TRANSIT AUDITING SERVICES

June 24, 2019

BeST Transit
27824 Route 220
Athens, PA 18810
Office - 570-888-7330
Fax – 570-888-8713
REQUEST FOR PROPOSAL
AUDIT SERVICES

FISCAL YEAR 2018/19, 2019/20, 2020/21 with BEST TRANSIT
option to retain firm for FY 2021-22 and 2022-23 Audits

To All Respondents:

You are hereby invited to submit a proposal to provide audit services for BeST Transit, in accordance with the requirements of this RFP, as explained and presented in the following sections:

Section A - General Information
Section B - Scope of Services
Section C - Evaluation Criteria
Section D - Minimum Qualifications for Respondents
Section E - Instructions and Requirements
Section F - Standard Clauses, Assurances, Certifications, and Required Forms

All proposals must be received by BEST TRANSIT no later than 1:00 p.m. on July 22, 2019. Questions for clarification should be addressed in writing and received by July 12, 2019 to:

Ms. April M. Stine
Procurement & Compliance Manager
BeST Transit
1500 W. 3rd Street
Williamsport, PA 17701

Email: astine@ridervt.com
BEST TRANSIT REQUEST FOR PROPOSALS
FOR
AUDITING SERVICES

Notice is hereby given that Requests for Proposal’s (RFP’s) will be received by BeST Transit, 1500 w. 3RD St., Williamsport, PA 17701, until 1:00 p.m. on July 22, 2019. Any proposal received after closing time will be returned unopened.

All proposals and contracts are subject to all applicable state and federal laws and to a financial assistance contract between the BeST Transit and the US Department of Transportation, Federal Transit Administration, and the Pennsylvania Department of Transportation.

BeST Transit solicits and encourages Disadvantaged Business Enterprises participation. DBE’s shall be afforded full consideration of their response and will not be subject to discrimination.

BeST Transit reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems in its best interest. No proposal may be withdrawn until the expiration of ninety (90) days from the date bids are opened.

Questions for clarification must be received in writing via mail or email no later than July 12, 2019. BEST TRANSIT shall make a copy of the most recent audit available for viewing, upon request, to assist firms in preparing a cost estimate.

To receive a copy of the Request for Proposal, or for more information, contact April M. Stine at (570) 326-2500 Ext. 130, astine@ridervt.com or at www.gobesttransit.com.
SECTION A
GENERAL INFORMATION

1. Completed packages must be submitted with an original and two (2) copies. All must bear original signatures.

2. Completed packages must be valid for a minimum of 60 calendar days and received by BEST TRANSIT no later than 1:00 p.m. on July 22, 2019. Packages may be hand-delivered or mailed, but proposals received after the deadline will not be considered. Please mark the outside of the envelope “Auditors Response for Request for Proposals”. Proposals may not be submitted via e-mail.

3. Questions for clarification must be received in writing via mail or email no later than July 12, 2019. BEST TRANSIT shall make a copy of the most recent audit available for viewing, upon request, to assist firms in preparing a cost estimate.

4. Packages should be typed, preferably double-spaced, and submitted on 8-1/2” x 11” paper with all pages sequentially numbered and either stapled or bound. Please do not submit proposals in ring binders. Instructions and Requirements, Section E, provides specific details of what is required. Completed proposals will consist of:
   a) The information required by Section D
   b) Responses to all items in Section E
   c) Section F in its entirety, signed and dated where applicable

Proposals which are incomplete or not submitted in the required format may be considered unresponsive and may be rejected without further consideration.

5. All respondents must meet the minimum qualifications described in Section D. Proposals submitted by individuals or firms which do not meet these requirements will not be considered.

6. The basis for award and method for selection of the successful respondent will be competitive negotiation, using the weighted factors/criteria shown in Section C. BEST TRANSIT reserves the right to select an auditor or audit firm directly from among the proposals submitted, or to enter into negotiations with two (2) or more qualified respondents, or to reject any and all proposals received. This RFP does not constitute a binding offer of award for audit services.

7. Proposals may be withdrawn by written notice received at any time prior to notification of selection. Proposals may also be withdrawn in person (prior to selection) by a respondent or authorized representative provided that proper identification is made and a receipt for the proposal is signed.

8. Selection of an auditor will be made at a regularly scheduled or special public meeting of the BEST TRANSIT Board of Directors. All respondents will be notified of the outcome of the selection process after selection and acceptance by the selected audit firm.
9. This procurement will be financed in part by federal and state grants and; all applicable clauses and requirements for third-party contracts and other requirements of those grants, as well as all other applicable federal, state, and local laws, ordinances and regulations affecting the conduct of the work, or which apply to employees on the project, shall apply to the project and will be incorporated into the contract for the work issued by BEST TRANSIT to the selected firm.

SECTION B
SCOPE OF SERVICES REQUIRED

1. BEST TRANSIT is seeking a qualified firm or individual to audit its financial and management systems for the Fiscal Year ending June 30, 2019 and 2 subsequent fiscal years in accordance with federal and state audit requirements. BEST TRANSIT shall retain the sole option to negotiate an additional two years of audit preparation at BEST TRANSIT’s discretion. Audited financial statements, the federally-required Single Audit report, and state-required supplemental reports will be prepared by the selected firm.

2. BEST TRANSIT is a municipal transit authority providing public transportation in all of Bradford, Tioga & Sullivan Counties in Pennsylvania. Operating revenues of approximately 5.4 million dollars are received from bus operations, federal and state grants, and local subsidies. Capital funds are supplied separately through a variety of federal and state funding programs. The selected firm will be required to audit and report on all operating and capital grants and to prepare supplemental or separate reports on specific programs as required by the Federal Transit Administration, Pennsylvania Department of Transportation and other state and/or federal funding sources.

3. BeST is the subject of a management agreement with River Valley Transit pursuant to the terms of Intergovernmental Cooperation Act and the audit should be performed in recognition of the two (2) transit agencies.

4. Capital funds: BEST TRANSIT receives various types of Federal Capital funding administered through the PA Department of Transportation Bureau of Public Transportation. The reporting and auditing requirements of the PA Department of Transportation Bureau of Public Transportation shall be adhered to throughout the terms of this contract period.

5. A Single Audit may be required based on current federal grant allotments.

6. Comments and recommendations on internal controls, accounting procedures, inventory control, cash handling, and over-all compliance with federal regulations and requirements will be included in the required Single Audit report. A separate management letter is not required unless the auditors and BEST TRANSIT mutually agree that such a letter is required based upon items found during audit work.

7. Audit services must be conducted in compliance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General for the
United States and the standards of the PA Department of Transportation Bureau of Public Transportation. Those standards require that the audit be completed to obtain reasonable assurance about whether the financial statements are free of material misstatement.

8. BEST TRANSIT’s financial records are maintained through a primarily computerized bookkeeping system. BEST TRANSIT currently uses the Financial Edge accounting program to manage daily finances and BEST TRANSIT employees a fulltime Chief Finance Officer to manage this program.

9. All preliminary and final field work, inventory analysis, testing, and other audit work must be scheduled so final audit reports are completed by November 30 of each year. Field work must be scheduled so as to allow sufficient time for BEST TRANSIT staff to update and/or prepare accounting records or requested information, and dates for field work must be coordinated with and approved by BEST TRANSIT staff in advance. Auditors will provide BEST TRANSIT with a draft version of all audit reports for review and comment prior to preparation of final reports, and shall provide 7 bound copies and 1 Electronic Copy of the final audited financial statements. BEST TRANSIT requires that the auditing firm provide an oral presentation of findings to the BEST TRANSIT Board of Directors. This oral presentation will take place during a regularly scheduled meeting. Meeting dates are typically held on the fourth Monday of each month at 11:30 in the BEST TRANSIT offices; meeting dates and times are subject to change.

10. BEST TRANSIT is under state mandate to submit audited financial statements by December 31 of each year, thus all auditing services must be completed by the specified date above to allow the BEST TRANSIT Board of Directors the opportunity to receive the audit prior to state submittals.

11. Should additional work be required above and beyond the Scope of Work included in this RFP, auditors must request and receive written approval from BEST TRANSIT for such work before proceeding. Absent such prior written approval, BEST TRANSIT will not be liable for any additional fees associated with such work for any reason.

12. Because part of the selection of an audit firm is based on the experience and qualifications of specific personnel assigned to the audit, the selected firm must request and receive written approval for changes in personnel, either prior to or during the audit, before such changes are made. BEST TRANSIT reserves the right to require a reduction in fee if a less experienced individual is proposed for assignment, or, if such a change is made prior to the start of audit work, to terminate the contract and secure another audit firm.

13. The auditor must be able to complete the audit in a timely fashion as set forth above in order to avoid loss of grant monies or subsidies. Any contract with the selected audit firm may include penalties for the failure to complete the audit in accordance with this proposal.

14. The auditor is required to hold the necessary exit interview with staff from RVT and BeST Transit prior to completion of the audit and prior to the presentation to the Board of Directors.
SECTION C
EVALUATION CRITERIA

All proposals will be rated on the criteria listed below, based on responses provided in response to items listed in Section E. Proposals may be awarded a maximum of 100 points. After a review of all proposals, BEST TRANSIT shall make a recommendation to the BEST TRANSIT Board of Directors for proposal award. All BEST TRANSIT Board meetings are open to the public.

BEST TRANSIT reserves the right to select a firm directly after review of all proposals or to enter into competitive negotiation with two (2) or more qualified firms whose proposals are determined to be in the competitive range, based on the evaluation results. If negotiations are conducted, all selected firms will be notified in writing of the deadline to submit best and final offers for required services.

Auditors must carry the necessary liability insurance customary to the public accounting firms.

CRITERIA
LISTED IN ORDER OF RELATIVE IMPORTANCE; MOST HEAVILY WEIGHTED LISTED FIRST.

1. Demonstrated and specific experience of staff directly assigned to perform auditing services for public transit authorities, other U.S. DOT programs and other governmental entities. These are listed in order of importance, i.e., experience auditing public transit authorities will count most heavily.
   
   Maximum 55 points

2. Reasonableness of price estimate submitted for FY 2018/19 and reasonableness for the basis of prices for one or more of the two subsequent fiscal years (2019/20 and 2020/21).
   
   Maximum 35 points

3. Demonstrated prior experience of firm, taken as a whole, in conducting audits of transit authorities, other U.S. DOT program, and other governmental entities (listed in order of importance).
   
   Maximum 5 points
4. Extent of DBE (minority or women's business enterprise) participation in audit contract.

   Maximum 5 points

Total Possible Points: 100
SECTION D
MINIMUM QUALIFICATIONS FOR RESPONDENTS

All individuals or firms must meet certain minimum qualifications listed below. Proposals received from respondents not meeting these requirements will not be considered.

1. Respondents must be currently licensed in the Commonwealth of Pennsylvania to practice as Certified Public Accountants.

2. Respondents must be actively practicing as CPAs, and have been actively practicing for at least two years prior to the date of submission of this RFP.

3. Respondents must not be listed on any State debarment or Federal exclusion lists.

4. At a minimum, the principal-in-charge must have direct experience on audits performed for public entities that utilize substantial amounts of Federal, State and local funding.

PLEASE INCLUDE IN YOUR COVER LETTER RESPONSE THAT YOUR FIRM OR COMPANY MEETS THE MINIMUM REQUIREMENTS OF SECTION D OF THIS RFP.
SECTION E
INSTRUCTIONS AND REQUIREMENTS

This section contains instructions for providing information required for the evaluation of the proposal. Each required item is listed separately below with additional information as appropriate. Please provide separate responses to each of these items in the order in which they are presented, numbering each response correspondingly. Completeness and clarity will assist in reviewing your proposal.

1. BEST TRANSIT’s most important concern in selecting an audit firm is the amount of specific and demonstrated experience of the staff assigned to conduct the audit in auditing public transit authorities, other U.S. DOT programs and other governmental entities. Experience auditing transit authorities will be weighted most heavily, other things being equal.

   Provide a resume for the lead staff member to be assigned to the audit. You may provide other relevant information in addition to the listing required if not in the resume.

2. Provide a total maximum price for the FY 2018/19 audit work, sealed separately from the rest of the proposal in an envelope clearly marked "BEST TRANSIT 2018/19 Audit - Price Proposal". Because BEST TRANSIT reserves the right to select a firm directly upon review of RFP’s received, the price should be as accurately stated as possible. The final contract amount may differ if negotiations are initiated between two or more firms and best and final offers are required. BEST TRANSIT will only open and review the price proposal if the proposal is deemed to meet the minimum requirements as set forth in this RFP.

   The resulting contract will extend for audit work for two more fiscal years on a year-by-year basis. In order to do so, all respondents must provide either “not-to-exceed” prices for those years to be included along with the required price proposal for FY 2018/19 or the basis for determining each of the out year prices (such as maximum % increase over FY 2018/19 price).

3. Please provide a listing of your firm’s audit engagements with public transportation authorities, other U.S. DOT programs and/or other governmental entities. Specify name and type of the entity, date(s) covered by the audit(s), names of current personnel who worked on the audit, size of the entity in terms of gross revenues/expenses, and, if relevant, number and types of governmental grants received. Information should be provided for at least the most immediate two-year period.

4. The U.S. Department of Transportation and the BeST Transit encourage participation of business firms owned and controlled by disadvantaged individuals and women. Points will be awarded to firms who are certified as DBE firms or to firms who subcontract a portion of the audit work to such firms. All respondents who are currently certified under a state Unified Certification Program (UCP), or who propose the use of subcontractors who are so certified, should attach documentation verifying certification to the proposal.

5. Include a schedule for audit work, showing the beginning and ending dates for major work tasks. Final audits must be received no later than December 10 for each prior year being audited. If dates submitted cannot be accommodated by BEST TRANSIT, mutually agreeable revisions will be negotiated prior to final selection of an audit firm. Once selected, the firm must request and receive prior approval from BEST TRANSIT for any changes to the schedule which will delay the completion date or significantly alter work requirements.

6. Respondents may submit any other information relevant to evaluation of the proposal.
This section contains forms which must be submitted as part of the proposal:

Forms must be completed, signed, notarized and dated where required, and must be executed and submitted in their exact format in order for the proposal to be considered responsive. A proposal which does not include all required forms or does not include each form completed in its entirety will be disqualified.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. This certification 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, BEST TRANSIT may, in addition to other remedies available to the Federal Government, pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to BEST TRANSIT if it learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


4. 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 subcontract with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless so authorized in writing by BEST TRANSIT.

5. The prospective lower tier participant further agrees that it will include the same "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.

6. 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 the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check for exclusions in the System of Award Management (www.sam.gov).

7. Nothing detailed above shall be construed to require establishment of system of records in order to render in good faith the required certification. 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.

8. If it is determined that a participant in a covered transaction knowingly entered into a lower tier covered
transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction (except for transactions authorized by BEST TRANSIT, under Paragraph 4 of these instructions.), BEST TRANSIT may, in addition to all remedies available to the Federal Government, pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

The prospective lower tier participant named below, by submission of this bid or proposal, hereby certifies that neither it nor its "principals" [as defined at 49 CFR 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.

Name of Lower Tier Participant: ______________________________________________________________

If the Lower Tier Participant named above is unable to certify to any of the statements in this certification, such participant must attach an explanation to this proposal.

_______________________________________________________  ____________________________
Signature and Title of Authorized Official        Date
CERTIFICATION REGARDING LOBBYING

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 USC 1601, et seq.).]

(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 by 31 USC 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.

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

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

_______________________________________________________
Signature of Contractor's Authorized Official    Date

_______________________________________________________
Typed Name and Title of Contractor's Authorized Official
COMMONWEALTH NONDISCRIMINATION CLAUSE

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Signature of Authorized Representative        Date
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The BeST TRANSIT Authority has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. BEST TRANSIT has received Federal financial assistance from the Department of Transportation. BEST TRANSIT has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of BEST TRANSIT to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Planning Manager of BEST TRANSIT has been designated as the DBE Liaison Officer. In that capacity, the Planning Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by BEST TRANSIT in its financial assistance agreements with the Department of Transportation.

BEST TRANSIT has disseminated this policy statement to the BEST TRANSIT Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. BEST TRANSIT has mailed a copy of this policy statement to all current subcontractors currently under contract with BEST TRANSIT. BEST TRANSIT has also placed this policy statement in the local newspaper to ensure mass circulation of our DBE policy statement.
CERTIFICATION OF DBE COMPLIANCE

1. **There is no contract goal specified for this procurement.** Names, addresses, phone numbers and DBE status of all firms who have provided quotes for any part of the work included in the contract are listed below.

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* Current and valid DBE certification from a state Unified Certification Program (UCP)
ATTACHMENT A

(Updated 2/5/2019)

1. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES:
   a. The Federal Government is not a party to this contract and shall not be subject to any obligations
      or liabilities to the Contractor, or any other party (whether or not a party to that contract)
      pertaining to any matter resulting from the underlying contract.
   
   b. The Contractor agrees to include the above clause in each subcontract financed in whole or in
      part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be
      modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FRAUDULENT STATEMENTS: The Contractor and its
   subcontractors acknowledge that the provisions of the Program Fraud Civil Remedies Act of
   Remedies,” 49 C.F.R., Part 31, apply to its actions pertaining to this contract. The Contractor
   and its subcontractors certify or affirm the truthfulness and accuracy of any statement it has
   made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA
   assisted project for which this contract work is being performed. In addition to other penalties
   that may be applicable, the Contractor further acknowledges that if it makes, or causes to be
   made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the
   Federal Government reserves the right to impose the penalties of the Program Fraud Civil
   Remedies Act of 1986 on the Contractor or its subcontractors to the extent the Federal
   Government deems appropriate.

3. AUDIT AND INSPECTION OF BOOKS AND RECORDS
   a. Audit and Inspection. The Contractor shall permit the authorized representatives of BeST
      Transit, U.S. Department of Transportation, the Pennsylvania Department of Transportation and
      the Comptroller General of the United States to inspect and audit all data and records of the
      Contract or relating to its performance and its subcontracts under this Contract from the date of
      the Contract and for three (3) years after completion or termination of the Contract. Any access to
      Contractor’s records and reports pursuant to this section shall be upon thirty (30) days prior
      written notice, during normal business hours and at the sole cost and expense of the accessing
      party.
   
   b. Record Retention. The Contractor further agrees to include in all their subcontracts
      hereunder a provision to the effect that the subcontractor agrees that BeST Transit, the
      U.S. Department of Transportation, the Pennsylvania Department of Transportation and
      the Comptroller General of the United States or any of their duly authorized
      representatives shall, until the expiration of three (3) years after final payment under the
      subcontract, have access to and the right to examine any directly pertinent books,
      documents, papers, and records of each Subcontractor, involving transactions related to
      the Subcontractor. The term "Subcontractor" as used in this clause excludes: (1)
      Purchase Orders not exceeding $10,000; and (2) subcontracts or Purchase Orders for
public utility services at rates established for uniform applicability to the general public.

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

5. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. ¶ 2000e, and Federal transit laws at 49 U.S.C. ¶ 5332, the Contractor and its subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq. and any implementing requirements the FTA may issue. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Contractor and its subcontractors shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off 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, provided BeST Transit provides Lessor with no less than thirty (30) days written notice of such FTA implementing requirements so that Lessor will have time to implement such requirements.

6. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ¶ 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. ¶¶ 1681-1683, 1685-88, with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. ¶ 6102; 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; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. ¶ 12132; Federal transit law at 49 U.S.C. ¶ 5332; and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49, C.F.R. Part 21, and any implementing requirements FTA may issue, provided BeST Transit provides Lessor with no less than thirty (30) days written notice of such FTA implementing requirements so that Lessor will have time to implement such requirements.

7. **TERMINATION:**

A. **Termination For Convenience:** Either party may terminate this contract, in whole or in part, at any time by a thirty (30) day prior written notice to the other party. The
Contractor shall be paid its costs, including contract close-out costs, and the contract price for work performed up to that time. The Contractor shall promptly submit its termination claim to BeST Transit to be paid the Contractor.

B. **Termination for Default:** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, and in each case, the failure is material and remains unremedied thirty (30) days after written notice of such failure is received by Contractor, BeST Transit may terminate this contract for default. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by BeST Transit that the Contractor had an excusable reason for not performing, such as strike, fire, flood, acts of terrorism or events which are not the fault of or are beyond the reasonable control of the Contractor, BeST Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

BeST Transit shall in the case of a termination for default, allow the Contractor a reasonable period of time, not less than ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to BeST Transit’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from BEST TRANSIT setting forth the nature of said breach or default, BeST Transit shall have the right to terminate the Contract without any further obligation to Contractor other than payment of the contract price as set forth in b. above. Any such termination for default shall not in any way operate to preclude BeST Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

8. **DISADVANTAGED BUSINESS ENTERPRISES:** The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

BEST TRANSIT solicits and encourages participation by Disadvantaged Business Enterprises. DBE’s shall be afforded full consideration of their response and will not be subject to discrimination.
The Contractor shall submit Certificate 5-1, “Disadvantaged Business Enterprise Certification”, with its bid or proposal and the information requested on Certificate 5-3 if the Contractor and/or a subcontractor(s) is a Disadvantaged Business Enterprise.

9. **FTA TERMS AND DEFINITIONS:** The Contractor agrees that the definitions and terminology included in FTA Circular C.4220.1F (March 18, 2013) and the FTA Master Agreement shall be incorporated into the contract by reference.

10. **DEBARRING AND SUSPENDED BIDDERS:** The Contractor agrees to comply, and assures the compliance of its subcontractors or a participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Contractor agrees to, and assures that its subcontractors for any lower tier participant will, review the “Excluded Parties Listing system at http://epls.gov/ before entering into any contractual arrangement in connection with this Project. For any contract and subcontract exceeding $25,000, the contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided. (See Certificate 6) The certification is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the contractor or subcontractors knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BEST TRANSIT may pursue available remedies, including suspension and/or debarment. The contractor or subcontractors shall provide immediate written notice to BEST TRANSIT if at any time the contractor or subcontractors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

11. **RESOLUTION OF DISPUTES:**

   A. **Disputes – BEST Transit and Contractor** intend to resolve all disputes under this Contract to the best of their abilities in an informal manner. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Contractor shall not be bound by any decision of BEST Transit nor shall Contractor be required to exhaust all administrative remedies before commencing litigation in a court of competent jurisdiction within the state in which BEST Transit is located. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under this Contract shall be heard by a court de novo and the court shall not be limited in such proceeding to the issue of whether BEST Transit acted in an arbitrary, capricious or grossly erroneous manner. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Project Manager of BEST Transit. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
B. **Performance During Dispute** - Unless otherwise directed by BeST Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage, but not later than the expiration of applicable limitations periods.

D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BeST Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Pennsylvania.

E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BeST Transit or its representative shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. **PROTEST AND APPEAL PROCEDURES:** These procedures are in compliance with FTA Circular 4220.1F (Rev. 4, March 18, 2013). If no protests are received, BeST Transit shall execute a contract with the bidder to whom the award was made.

In case of any doubt or difference of opinion as to the items to be furnished herein, the decision of the Purchaser shall be final and binding on both parties.

A. BeST Transit reserves the right to postpone bid opening for its own convenience and to reject any or all bids.

B. Changes to the specifications will be made by addendum.

C. Prime contractors and subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written documented requests received by paragraph 4 below.

D. Requests for approved equals, clarification of specifications, and protest of specifications must be received by BeST Transit, in writing, not less than ten (10) full
days before the date of scheduled bid opening. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

E. BeST Transit replies to requests under paragraph 4 above will be postmarked at least five (5) full days before the date scheduled for bid opening.

F. Bidders wishing to protest specifications, bid openings or bid awards may do so by giving written notice to the General Manager of BeST Transit. This notice should be given ten (10) days prior to bid opening for specifications, and within three (3) days after bid opening or bid award. Protests shall contain a statement of the grounds for the protest and complete supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest will be permitted at the sole discretion of BEST TRANSIT. BEST TRANSIT shall review the protest and for specifications shall respond five (5) days prior to bid opening. In the event of a protest over bid opening or bid award BEST TRANSIT will respond within five (5) days of receipt of protest. If BEST TRANSIT determines a bid opening should be postponed due to a protest, all bidders shall be promptly notified in writing.

G. Failure of a protestor to comply with the time limits stated in this section (Protest Procedures) will result in dismissal of the protest by BEST TRANSIT. There shall be no protests of the specifications after bid opening.

H. A grieved party may submit a protest to the Federal Transit Administration (FTA) if BeST Transit has not resolved the dispute. FTA procedures for the filing of protests may be found in FTA Circular 4220.1F. FTA's review of any protest will be limited to:

1. Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.

2. Violations of BeST Transit's protest procedures or failure to review a complaint or protest.

I. It is understood that any legal action that may be brought by either party pursuant to
the terms of this contract, will be brought in the appropriate Jurisdictional Court of the City involved in the legal action.

13. **LOBBYING:** Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: 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. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors 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 the covered Federal actions as described by 31 U.S.C. 1352. For any contract and subcontract exceeding $100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate. (See Certificate 4). Contractors and subcontractors who engage in lobbying activities are required to submit Standard Form—LLL (SF-LLL), “Disclosure of Lobbying Activities” in accordance with Section 1352 of Title 31, U.S. Code. SF-LLL to BeST Transit.

14. **CLEAN AIR REQUIREMENTS:** For all contracts and subcontracts in excess of $100,000, the Contractor and its subcontractors agree 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 and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA’s “List of Violating Facilities”, refrain from using violating facilities and report each violation to BeST Transit and BeST will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 et seq.

15. **CLEAN WATER REQUIREMENTS:** For all contracts and subcontracts in excess of $100,000, the Contractor and its subcontractors agree 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 and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA’s “List of Violating Facilities”, refrain from using violating facilities and report each violation to BeST Transit and BeST will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 et seq.
16. **FLY AMERICA:** The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. ¶ 40118 (the “Fly America” Act), and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. ¶¶ 301-10.131 through 301-10.143.


18. **ENERGY CONSERVATION REQUIREMENTS:** In the course of its performance of this tire procurement contract, Contractor agrees to recognize and comply with the applicable mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. ¶ 6321 et seq.

19. **MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS:** Should the Project cause or result in adverse environmental effects, the Contractor agrees to assist BEST TRANSIT in taking all reasonable measures to minimize those adverse effects as required by 49 U.S.C. ¶ 5324(b), and other applicable Federal laws and regulations.

20. **NOTICE OF FEDERAL PARTICIPATION:** The Contractor agrees to specify the amount of federal assistance in any subcontract having an aggregate value of $500,000 or more for goods and services, including construction services, and to express the amount of federal assistance as a percentage of the total cost of that subcontract.

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

22. **INTEREST OF MEMBERS OR DELEGATES TO CONGRESS:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising therefrom.
23. **SEAT BELT USE.** Pursuant to Executive Order No. 13043, April 16, 1997, 23 U.S.C. § 402, the Contractor and its subcontractors are encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-operated vehicles.

24. **PROTECTION OF SENSITIVE SECURITY INFORMATION.** The Contractor shall protect, and take measures to ensure its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520. In accordance with 49 U.S.C. Section 40119(b)(1), “sensitive security information” is information obtained or developed in the conduct of security activities, including research and development. The information, and records containing such information, that constitute “sensitive security information” is further defined in 49 CFR Part 15.5.

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


a. **Definitions.** As used in this Special Provision:

   (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

   (2) "Text Messaging" means from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an
incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Contractor is encouraged to:
   (1) Adopt and enforce workplace safety policies to decrease crashes caused by
distracted drivers including policies to ban text messaging while driving-
   (a) Contractor-owned or Contractor-rented vehicles or Government-owned,
   leased or rented vehicles; or
   (b) Privately-owned vehicles when on official Project related business or
   when performing any work for or on behalf of the Project; or
   (c) Any vehicle, on or off duty, and using an employer supplied electronic
   device.
   (2) Conduct workplace safety initiatives in a manner commensurate with the
   Contractor's size, such as:
   (a) Establishment of new rules and programs or re-evaluation of existing
   programs to prohibit text messaging while driving; and
   (b) Education, awareness, and other outreach to employees about the safety
   risks associated with texting while driving.
   (3) Include this Special Provision in its subagreements with its subcontractors and
   also encourage its subcontractors to comply with the terms of this Special
   Provision, and include this Special Provision in any subagreement they entered
   into for the Project.

27. BUY AMERICA: The Contractor agrees to comply with 49 U.S.C. ¶ 5323(j), with FTA
regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and with implementing
guidance FTA may issue, which provide that Federal funds may not be obligated unless steel,
iron, and manufactured products used in FTA-funded projects are produced in the United
States, unless a waiver has been granted by FTA or the product is subject to a general waiver.
General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set
out at 49 U.S.C. 5323(j)(2)© and 49 C.F.R. 661.11. A Buy America Certificate must be
completed and submitted with a bid for any contract exceeding $150,000 for the acquisition of
goods or rolling stock and construction contracts. Bids that are not accompanied by a
completed Buy America certification must be rejected as nonresponsive. (Certificate 1-B1 is
completed for projects including the procurement of steel, iron or manufactured products).

28. RECYCLED PRODUCTS: To the extent practical and economically feasible, the Contractor
agrees to provide a competitive preference for product and services that conserve natural
resources and protect the environment and are energy efficient as provided for in 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 40.

29. ASSIGNABILITY CLAUSE. A public agency shall have the option of participating in any
award made for the purchase of goods and services (hereinafter including vehicles, as a result
of this solicitation at the same prices, terms and conditions. BEST TRANSIT reserves the
right to assign all or any portion of the goods and services awarded under this contract
including option quantities. This assignment, should it occur, shall be agreed to by LT and the Contractor. Once assigned, the public agency will enter into its own contract and be solely responsible to the Contractor for obligations related to the goods and services assigned. BEST TRANSIT’s right of assignment will remain in force over the contract term as defined in the contract or until completion of the contract to include options, whichever occurs first. BEST TRANSIT shall incur no financial responsibility in connection with the contract issued by the public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.

30. LABOR PROVISIONS - NON-CONSTRUCTION CONTRACTS GREATER THAN $100,000.00: For all non-construction contracts with a total dollar value of $100,000 or more, the following requirements shall be applicable to the Contractor or to any Subcontractors for the Project, except that the requirements of this subsection do not apply to a third party contract for the purchase of supplies, materials or articles ordinarily available on the open market:

A) OVERTIME REQUIREMENTS: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

B) VIOLATION: LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES: In the event of violation of the (1) Overtime Requirements, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Overtime Requirements, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the required overtime wages.

C) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES: FTA or BEST TRANSIT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Prime Contractor or any other federally assisted contract subject to the “Contract Work Hours and Safety Standards Act”, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. ¶ 5.5.(b)(2).

D) SUBCONTRACTS: The Contractor or subcontractor shall insert in any subcontracts, the clauses set forth in Section 29, Labor Provisions - Non-Construction Contracts Greater Than $2,500.00", and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance of any Subcontractor or lower tier Subcontractor.

E) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid
(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios wage rates prescribed in the applicable programs.

COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS:

33. NON-COLLUSION STATEMENT: The Antibid-Rigging Act of 1983, 73 P.S. ¶ 1611 et seq., makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Statement (Certificate 2) is included in each bid/proposal package and is required to be submitted by each bidder/Bidder.

34. COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE: Each bidder/Bidder is requested to certify its compliance with the Commonwealth of Pennsylvania’s Non-Discrimination/Sexual Harassment Clause (see Certificate #3).

35. CONTRACTOR INTEGRITY. Each bidder/Bidder is requested to certify to its compliance with the Commonwealth of Pennsylvania’s Contractor Integrity clause (see Certificate #7)
CERTIFICATE 1-B1

BUY AMERICA CERTIFICATION
(For Procurement of Steel, Iron or Manufactured Products)

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661 and 49 U.S.C. ¶ 5323(j).

This Buy America Certificate must be completed and submitted with the bid for any purchase or contract in excess of $150,000. A bid for any purchase or contract in excess of $150,000 which does not include the certificate will be considered non-responsive.

A waiver from the Buy America Provision may be sought by BeST Trtansit, if grounds for the waiver exist.

49 U.S.C. ¶ 5323(j) permits FTA participation on this contract only if steel, iron, and manufactured products used in this contract are produced in the United States.

Certificate of Compliance With 49 U.S.C. ¶ 5323(j)(1)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. ¶ 5323(j)(1) and the applicable regulations in 49 CFR 661.

Date:

Signature:

Company Name:

Title:

or

Certificate of Non-Compliance With 49 U.S.C. ¶ 5323(j)(1)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. ¶ 5323(j)(1) but it may qualify for an exception to the requirement pursuant with 49 U.S.C. ¶ 5323(j)(2)(B) or (j)(2)(D) and regulations in 49 CFR 661.7.

Date:

Signature:

Company Name:
CERTIFICATE 2

NON-COLLUSION STATEMENT
BeST T ransit
1500 W 3RD STREET
WILLIAMSPORT, PA  17701

TO:  BeST Transit, Williamsport, Pennsylvania

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

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

Company Name __________________________________________________

Address   __________________________________________________

Signature   __________________________________________________

Printed Name  __________________________________________________

Title     __________________________________________________

Date    __________________________________________________

TRADING AND DOING BUSINESS AS (CHECK ONE)

( ) Individual     ( ) Partnership     ( ) Corporation

(Seal)
CERTIFICATE 3

COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.

c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.

e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.

f. The contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.

g. BeST Transit may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the South Central Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.

___________________________________
DATE         FIRM NAME

BY: ___________________________________
SIGNATURE

______________________________
TITLE

12/2012
CERTIFICATE 4

LOBBYING CERTIFICATE

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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 by section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

_________________________________  SIGNATURE OF AUTHORIZED OFFICIAL

DATE
TITLE OF AUTHORIZED OFFICER
CERTIFICATE 5 - 1

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

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

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

_________________________________ DATE

_________________________________ SIGNATURE

_________________________________ TITLE

NOTE: This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime contractors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime contract or subcontract. Please use the attached form (Certificate 5-2) for the DBE eligible contractor or subcontractor(s) to certify to its eligibility.

Additional information is provided in Paragraph #8.
CERTIFICATE 5 - 2
Affidavit of Disadvantaged Business Enterprise

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

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

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

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

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

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

AFFIANT: __________________________________________

DATE: __________________________________________

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

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

______________________________
(Notary Public)

My Commission Expires ____________ (SEAL)

STATE OF: __________________________________________

5/2009
CERTIFICATE 6

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

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

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


________________________  __________________________
Signature of Authorized Official  Title of Authorized Official

________________________
Date

(Appplies to contracts and sub-contracts over $25,000)
CERTIFICATE 7

CONTRACTOR INTEGRITY

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

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania (“Commonwealth”) and/or BeST Transit.

2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any BeST Transit or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other applicable state or federal law or regulation.

3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a BeST Transit or Commonwealth official or employee or to any other person at the direction or request of any BeST Transit or Commonwealth official or employee.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a BeST Transit or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of BeST Transit or the Commonwealth.

5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of BeST Transit or the Commonwealth.

6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to BEST TRANSIT in writing at the time of bid or proposal submission and BeST Transit consents to the Contractor’s financial interest prior to BeST Transit execution of the contract.

8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of BeST Transit, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor’s internal assessment and review; or otherwise required by law.

9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal
Contractor acknowledges that BeST Transit may, in its sole discretion, terminate the contract for cause upon such notification or when BeST Transit otherwise learns that Contractor has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.

11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the BeST Transit contracting officer in writing.

12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

13. Contractor shall cooperate with the County Controller or the Office of State Inspector General in its investigation of any alleged BeST Transit or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor’s integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor’s business or financial records, documents or files of any type or form that refers to or concern this contract.

14. For violation of any of the above provisions, BeST Transit (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with BeST Transit or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those BeST Transit and the Commonwealth or BeST Transit may have under law, statute or regulations.

15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
   a. “Confidential information” means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or BeST Transit.
   b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth or BEST TRANSIT, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, BeST Transit shall be deemed to have consented by virtue of execution of this contract.
   c. “Contractor” means the individual or entity that has entered into this agreement with BeST Transit, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
   d. “Financial Interest” means:
      (1) Ownership of more than five (5%) percent interest in any business; or
      (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
   e. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions,
advances, deposits of money, services, employment, or contracts of any kind.

f. “Immediate family” means a spouse and any unemancipated child.

g. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _________________________________________

BY: _________________________________________

Signature

_________________________________________
Print Name

_________________________________________
Date

(Failure to complete this form and submit with your proposal will render the proposal non-responsive)