INVITATION TO BID
FOR
BEST TRANSIT MANSFIELD DESIGN & BUILD WASH BAY

BeST Transit Mansfield
2978 S. Main St. Route 15
Mansfield, PA 16933
Office - 570-888-7330
Fax – 570-888-8713
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BEST TRANSIT MANSFIELD DESIGN & BUILD WASH BAY

INVITATION FOR BID

Notice is hereby given that sealed bids will be received by BeST Transit, 2978 S. Main Street Route 15, Mansfield, PA 16933, until 1:00 p.m. on Thursday, July 25, 2019 for the MANFIELD DESIGN & BUILD WASH BAY as listed in the Special Project Specifications. Any bid received after closing time will be returned unopened.

All bids 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.

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

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 bids, in whole or in part, or to waive any and all informalities, as it deems in its best interest. No bid may be withdrawn until the expiration of ninety (90) days from the date bids are opened.

Bids will be opened at a Public Bid Opening on Thursday, July 25, 2019 at 1:15 p.m. at BeST Transit, 2978 S. Main Street Route 15, Mansfield, PA 16933. It is anticipated that bid award will be made after the next BeST Transit Board Meeting.

A non-mandatory pre-bid meeting will be held on Monday, July 15 at 9:30 AM at the BeST Transit offices at 2978 S. Main Street Route 15, Mansfield, PA 16933. An optional site visit will follow the meeting.

To receive a copy of the proposal materials, or for more information, or copy of the Invitation for Bid contact April M. Stine at (570) 326-2500 Ext. 130, astine@ridervt.com or at www.gobesttransit.com.
A. BACKGROUND

BEST TRANSIT is a department of River Valley Transit and manages the shared ride route services that are operated under the name of BeST Transit operated in Bradford, Tioga, and Sullivan Counties, Pennsylvania.

B. GENERAL PROJECT INFORMATION

BeST Transit is seeking sealed bids from suppliers for design/build of a metal building for their Wash Bay. BeST Transit manages the shared ride route service operated in Bradford, Tioga, and Sullivan Counties, Pennsylvania.

C. INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. Bids shall be directed to Ms. April Stine, Procurement and Compliance Manager, BeST Transit, 1500 West 3rd Street, Williamsport, PA 17701 in duplicate, securely sealed and marked "BEST TRANSIT MANSFIELD DESIGN & BUILD WASH BAY", for receipt no later than 1:00 p.m. on Thursday, July 25, 2019. At that time, the bids received will be publicly opened and read. Any bid received after this date and time will not be considered and will be returned to the Bidder unopened. BeST will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. An electronic submission of the bid will not be accepted.

2. BeST reserves the right to postpone, to accept or reject any and all bids, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Furthermore, BeST reserves the right to cancel the award of the contract before execution if BeST deems such cancellation to be in its best interest. In no event will BeST have any liability for cancellation of such award. The bidder assumes sole risk and responsibility for expenses prior to execution of a contract. The details regarding the “Basis of Award” are described in Paragraph #19 below.

3. In all cases, materials must be furnished as specified. Written approval for any proposed substitution must be obtained by the Bidder as described in Paragraph #4 below prior to submitting the proposal.

4. ADDENDA: BeST reserves the right to make modifications to this Invitation to Bid. All changes shall be submitted to prospective Bidders at least seven (7) days prior to the due date for the bids. Requests for clarifications or changes to the solicitation must be submitted to BeST in writing or by email or facsimile no later than ten (10) days prior to the due date for the bids. Paragraph #20 provides the name and contact information to whom the questions
should be submitted. Written responses to all requests for modifications or clarifications received shall be distributed at least seven (7) days prior to the time set for receipt of bids. Only written responses provided as addenda shall be official and all other forms of communication with any officer, agent or employee of BeST shall not be binding on BeST. All addenda shall become part of the contract documents and must be included in the proposed prices.

5. **INVOICES AND PAYMENT:** Invoices are to be submitted to BeST Transit. Located at 1500 West 3rd Street, Williamsport, PA 17701. Payment by BeST shall be made within thirty (30) days of receipt of an invoice, provided the contractor has submitted all of the information requested by BeST Transit in order to review and approve the invoice.

7. **TAXES.** BeST is exempt from payment of the Federal Excise, Transportation Tax, and Pennsylvania Sales tax, and taxes shall not be included in proposal prices. Necessary exemption certificates shall be furnished to the successful Bidder if requested.

9. **BID FORMS.** Bids must be submitted on the forms provided and must contain all items specified. Incomplete bids or bids submitted in any other form will be considered non-responsive and will be rejected.

15. Any proposed change to the contract shall be submitted to BeST Transit for its prior approval.

16. BeST Transit shall be bound by the terms of these bids only to the extent that funds are available for this purpose. Any contract resulting from bids submitted is subject to all applicable laws and a financial assistance contract between BeST, the Federal Transit Administration (FTA), and the Pennsylvania Department of Transportation (PennDOT). If funding is not appropriated, the contract with the Contractor will be terminated in accordance with the provisions of Attachment A, Paragraph 7.A., “Termination for Convenience.” In the event of the unavailability of funding, BEST TRANSIT, upon termination, will pay for all unused mileage in the relevant tires and take title to such tires, “as is”.

18. Items to be submitted with the bid include:

A. Properly executed Bid Forms

B. The names of at least five companies similar in size and type of service to BeST Transit and a contact name for reference purposes. Applicable rates for those systems are requested, but it is not required to be submitted with the proposal.
C. The Bidder shall review Attachment A, “FTA and Commonwealth of Pennsylvania Third Party Contract Provisions,” and include the following certificates as signed by the Bidder:

1. **Certificate 1-B1 - Buy America Certification.** The Buy America Certification must be completed and submitted with the proposal for any purchase or contract in excess of $150,000. A proposal for any purchase or contract in excess of $150,000 which does not include the Certificate will be considered non-responsive.

2. Certificate 2 - Non-Collusion Statement
3. Certificate 3 – Commonwealth Non-Discrimination Clause
6. Certificate 5-2 – Affidavit of Disadvantaged Business Enterprise (if applicable)
7. Certificate 6 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
8. Certificate 7 – Contractor Integrity
9. Certificate of Insurance

19. **Basis of Award:** The award of a contract for the Mansfield Design/Build Wash Bay will be made to the lowest responsive and responsible Bidder. After the opening and evaluation of the bids, BeST Transit will award a contract.

A responsible bidder will also be determined based on the bidder’s conformance to the specifications documents, the bidder’s qualifications and performance.

20. **Questions and Requests:** Any questions concerning the IFB and its content are to be directed to:

   Ms. April M. Stine
   Procurement & Compliance Manager
   River Valley Transit/BeST Transit
   1500 West 3rd Street
   Williamsport, PA 17701
   O – (570)326-2500 Ext. 130
   F – (570)326-9885
   Email – astine@ridervt.com

21. **Insurance.** The Lessor shall self-insure or have in place appropriate and applicable
Worker’s Compensation (statutory) and Employer’s Liability Insurance ($1,000,000 limit), Comprehensive General Liability Insurance ($1,000,000 limit) and Vehicle Liability ($1,000,000 limit) and such other insurance as may be required for its operation. The Lessor shall provide a certificate of such insurance evidencing the coverage and limits set forth above with the Bid documents.

Nothing herein shall be deemed to prohibit Contractor from maintaining deductibles or self-insured retention under its comprehensive general liability insurance policy up to the limits specified. Contractor further reserves the right to self-insure workers’ compensation at any time during the term hereof. A letter documenting the self-insurance shall be provided if and as requested by the Lessee.

22. **Bid Bond**  BeST Transit will require a bid Bond.

23. **Performance Bond**  BeST transit will require a Performance bond for this project.

**D. GENERAL SPECIFICATIONS**

1. **GENERAL** - The intent of this specification is to establish the parameters for the preparation of the bids. Each bid received will be reviewed by BeST Transit. The contract will be awarded as described in Paragraph #19 of the “Instructions to Bidders and General Conditions”.

**SCOPE OF WORK** — Add Wash Bay at Best Transit Mansfield Location

Work will consist of a Design/Build Wash Bay at our Mansfield location. All work shall be done in conformance with Pennsylvania Building Codes specifications. Prospective contractors may contact Carl Souder at 570-888-7330, Ext. 240 to schedule an on-site tour of the work area.

**The Contractor shall:**

1. Prepare performance drawings with specifications imbedded in the drawings using attached layout as a guide

2. Design of Storage building to include:
   a. Attach 42’ x 22’ to west end of existing building
   b. Color matched Sheet metal panel construction, such as, Butler or Star buildings.
   c. Heated with Natural Gas
   d. 220V wet location outlets
   e. Insulated
   f. Water proof Interior wall panels
   g. Relocate Existing sidewall exhaust fan
   h. Provide an insulated 14’x14’ overhead door on each end of building.
   i. Provide 1 (One) man door, pass-thru, existing building
   j. Provide 1 (One) man door, egress, to outside of building.
   k. LED wet location Lighting
1. Pitch of roof to match existing building
m. Prepare building permit application
n. Demo and remove existing asphalt

3. Prepare Opinion of the probable cost

**Condition and Assumptions:**

*Existing building is 1’ above the 100 year flood plain.*
*Existing stand-alone metal building adjacent to bus maintenance will be removed by owner.*
The owner is responsible for all plan review and building permit fees.
This proposal shall remain in effect for sixty (60) days after the proposal opening.

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<th>Firm Name</th>
<th>Authorized Signature</th>
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BID FORM

BeST Transit
April M. Stine
1500 West Third Street
Williamsport, PA 17701

BIDDER: _____________________________________________________

ADDRESS: ____________________________________________________

PHONE/FAX/E-MAIL: ___________________________________________

Date: ________________________

In conformity with and acceptance of the technical specifications and the Contract Documents, including all the clauses attached to this document, the undersigned submits this Proposal and guarantees the validity of same for a period of ninety (90) days after date hereof. It is understood that this Bid Form and all attached clauses, technical specifications and documents, constitutes a legal and binding contract when accepted and signed by the Authority, to proceed with the purchase of the goods and services intended by this bid.

It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the bid is made out without collusion with any person, firm, or corporation.

Bidder agrees that, if awarded the contract, Bidder will furnish and deliver all materials, and will execute the contract in accordance with the general provisions, and technical specifications, to the complete satisfaction and acceptance of the Authority.

It is understood that the Authority reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of BEST TRANSIT. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract, and that the judgment of BEST TRANSIT shall be binding on these considerations.

The Bidder agrees that the Bidder will not assign the Proposal or any of Bidder’s rights or interests thereunder without the written consent of BeST Transit.

The Bid as called for is submitted in the space below: All prices include materials, delivery, equipment, installation, and disposal and construction costs.

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned bidder offers to furnish all labor, superintendency, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all Work (as defined in the General Conditions)
necessary or incidental to the above State Project, complete in every respect, in strict accordance with the Contract Documents (as defined in the General Conditions) and any future changes therein as provided, and to perform all other obligations imposed by the Contract Documents for the prices named in the following

SCHEDULE OF PRICES:

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<th>Item</th>
<th>Item Description</th>
<th>Total Amount of Bid</th>
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<td>Mansfield Wash Bay</td>
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Bidders shall prepare a bid on this attachment that meets or exceeds the equipment specified. Bidders shall include a schedule for the completion of the Design/Build Wash Bay as part of the submission package.

The Wash Bay Building must be completed by November 15, 2019. This is one of the evaluation factors during the bid review process. Liquidated damages in the amount of $500/day will be assessed after that date.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for by the Owner, with an approved by the owner addendum.

**Unbalanced Bids:** Bidder’s presentations in the foregoing Schedule of Unit Prices that are obviously unbalanced may be sufficient cause for rejection of the entire Bid, whether or not such Bid is the lowest submitted.
THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF
THE FOLLOWING ADDENDA TO THE IFB:

ADDENDUM NO. _____ DATED____________

ADDENDUM NO. _____ DATED____________

ADDENDUM NO. _____ DATED____________

The Undersigned Bidder hereby represents as follows:

(a) that such Bidder has visited and carefully examined the site of the work, has made such tests and
    examinations as believed necessary to submit a Bid based upon information secured independently by such
    Bidder, and not based solely on information coming from the Owner, and has carefully examined the
    Contract Documents;

(b) that no officer, agent, or employee of BEST TRANSIT is personally interested, directly or indirectly, in
    the Bid and the accompanying Contract or the compensation to be paid thereunder;

(c) that this Bid is made without connection with any person, firm or corporation making a Bid for the
    same work, and is in all respects fair and without collusion or fraud;

(d) that should BEST TRANSIT notify the undersigned of its intention to award a contract to the
    undersigned Bidder based on this Bid, including any combination of alternates, additions, deductions, or
    omissions, indicated (if any) or authorized by this Bid Form or the Instructions to Bidders, the undersigned
    Bidder will furnish a properly executed insurance certificates and will execute the proposed Contract within
    the time and in the forms and amounts required by the Contract Documents (as defined in the General
    Conditions), and that upon failure, neglect or refusal to do so, shall forfeit to the Owner the Bid Security
    accompanying this Bid Form not as a penalty but as liquidated damages; and
that the undersigned Bidder intends to be legally bound by the terms of this instrument.

________________________________________________________________________
NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

________________________________________________________________________
ADDRESS

________________________________________________________________________
AUTHORIZED PERSON    SIGNATURE

________________________________________________________________________
TITLE    DATE

BY EXECUTION BELOW, BEST TRANSIT ACCEPTS OFFER AS INDICATED ABOVE:

________________________________________________________________________
Best Transit CONTRACTING OFFICER    SIGNATURE

________________________________________________________________________
TITLE

________________________________________________________________________
DATE OF AWARD    AMOUNT OF AWARD

(Failure to complete this form and submit with your bid will render the bid non-
responsive) ATTACHMENT A
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 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R., Part 31, apply to its actions pertaining to this contract. The Contractor 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.

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. **DEBARRED AND SUSPENDED BIDDERS:** The Contractor agrees to comply, and assures the compliance of its subcontractors or a participant at any tier of the Project, with 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 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

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Athens Resurfacing Renovations 2018
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
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.

26. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order No. 13513, “Federal
Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C.A. § 402 note,
and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Grantee is
encouraged to comply with the terms of the following Special Provision.

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

"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 Transit, 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

5/2016
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:

Title:
CERTIFICATE 2

NON-COLLUSION STATEMENT

BeST Transit

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.
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.
DATE

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(Appplies to contracts/subcontracts with a contract sum of $100,000 and over.)
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: __________________________

COUNTY/CITY OF:
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
(Applies 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 government
or by any other state. 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)