



Lebanon Transit
Request for Proposals (RFP)
Uniform Supply

Lebanon Transit
200 Willow Street
Lebanon, PA 17046
717.274.3664

Lebanon Transit is a Drug-Free Workplace
Lebanon Transit is an Equal Employment Opportunity Employer



**Lebanon Transit
Request for Proposals (RFP)
Uniform Supply**

The County of Lebanon Transit Authority, dba Lebanon Transit is requesting Proposals for the services described as follows. The Authority will receive Proposals related to the supply of uniforms for approximately thirty (30) employees. Proposers will be required to provide shipping services to residential areas as specified.

Proposals will be accepted at 200 Willow Street, Lebanon, PA 17046, until 1:00 P.M., Prevailing time on Monday, November 4, 2024.

Proposals and Agreements are subject to all applicable Federal and State laws and to a Financial Assistance Agreement between Lebanon Transit and the U.S. Department of Transportation Federal Transit Administration and the Pennsylvania Department of Transportation.

Proposers are required to comply with all Non-Discrimination, Non-Collusion, Debarment and Contractor Integrity Laws and regulations and to certify they are **not** on the Comptroller General's List of ineligible contractors.

Lebanon Transit solicits and encourages Disadvantaged Business Enterprise (DBE) participation. DBE's shall be afforded full consideration of his/her response and will not be subject to discrimination.

Lebanon Transit reserves the right to postpone, to accept or reject any and all Proposals, in whole or in part, or waive informalities as it deems to be in its best interest.

NO late Proposals will be accepted or considered. Lebanon Transit will **not** be responsible for late postal delivery service nor will postmark dates be considered in honoring Proposals. Late Proposals will be returned unopened and unread. Misdirected submittals will not be accepted.

Copies of the RFP are available by contacting Cindy Binner, Human Resource Manager, at 200 Willow Street, Lebanon, PA 17046, by calling 717.274.3664 by email cbinner@lebanontransit.org or on the Lebanon Transit website at lebanontransit.org.

Agreements are subject to all applicable Commonwealth and Federal laws and to a financial assistance contract between the Federal Transit Administration (FTA), the Pennsylvania Department of Transportation (PennDOT).

All costs incurred by the Proposer in the development of his/her Proposal in responding to this RFP are the sole responsibility of the Proposer. No such costs will be reimbursed by Lebanon

Transit. Furthermore, Proposer must not include such costs as part of his/her cost Proposal to perform any work described in this RFP.

Sealed Proposals and questions regarding this Project should be addressed to:

Cindy Binner
Manager of Human Resources
200 Willow Street
Lebanon, PA 17046
cbinner@lebanontransit.org

Franklin R. Shearer, Chair
Theresa L. Giurintano, Executive Director

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Lebanon Transit, is a Municipal Authority originally formed in 1979 by Lebanon County under the Municipality Authorities Act of 1945. All members of Lebanon Transit's nine (9) member Board are appointed by the Lebanon County Commissioners.

Lebanon Transit currently operates Fixed Route and Shared Ride services throughout Lebanon County and areas of Dauphin and Lancaster Counties. In addition to the revenues generated by fares, Lebanon Transit also receives grants from Federal, State and local governments.

Lebanon Transit currently employs fifty (50) full and part-time employees. Thirty-three (33) employees are covered under a Collective Bargaining Agreement (CBA) with the International Brotherhood of Teamsters Local Union No. 429. The current CBA was entered into on July 1, 2024, and is effective through June 30, 2029.

Lebanon Transit owns three (3) facilities: Willow Street Operations Center, Schneider Drive Park n' Ride/Shared Ride Center and Lebanon Downtown Transfer Center. Lebanon Transit also operates a Park n' Ride located at Indiantown Gap as well as a Park n' Ride located at the entrance of the PA Turnpike, Exit 266, 3000 Lebanon Rd., Manheim, PA

This RFP follows procurement guidance provided by the Department of Transportation Federal Transit Administration and Lebanon Transit's Procurement Procedures.

General Information

Obtaining RFP Documents

Interested parties may receive the Request for Proposal (RFP) documents by contacting Cindy Binner via cbinner@lebanontransit.org or by calling at 717.274.3664. When requesting a copy of the RFP, leave your full name, firm name, mailing address, email address, area code and telephone number. Please note: Any interested Proposer is expected to thoroughly read and understand the information contained within this RFP.

Addenda

Any interpretations of this RFP as well as any supplemental instructions will be in the form of a written Addendum, which will be forwarded to all prospective firms on record no later than seven (7) days prior to the fixed date for the receipt of the Proposals. No interpretation of the meaning of the RFP or other Agreement documents will be made to the Proposer orally. Interested Proposers shall not make any effort to contact any Authority employees, other than the Manager of Human Resources, or attempt to make contact with any persons engaged in maintenance, repair or service of any Authority property. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any provision or part of this Solicitation, or finds discrepancies in, or omissions from such document's questions may be submitted to Cindy Binner. Every request for such interpretation shall be in writing and addressed to Ms. Cindy Binner, Manager of Human Resources. Such requests, to be given consideration, must be received at least seven (7) days prior to Proposal receipt date. All Addenda shall become part of the Agreement documents and must be considered when preparing a Proposal.

The contact information for Ms. Cindy Binner, Manager of Human Resources, is as follows:

Mailing Address:	200 Willow Street, Lebanon, PA 17046
Telephone:	717.274.3664
Fax:	717.274.8860
Email:	cbinner@lebanontransit.org

Proposal Requirements

Proposer shall submit two (2) original, hard copies of his/her Proposal, a USB drive containing his/her Proposal, "Uniform Supply Pricing Form," and PDF of scanned and signed required documents by the date due. The Proposals shall be either mailed or delivered to Lebanon Transit's Administrative Office, (listed below) no later than Monday, November 4, 2024 at 1:00 P.M. Prevailing time. The Proposer's organization name, along with "Uniform Supply RFP," and "Ms. Cindy Binner" shall be marked plainly on the outside of the envelope.

If mailed:

Cindy Binner
Manager of Human Resources
Lebanon Transit
200 Willow Street
Lebanon, PA 17046

If delivered:

Cindy Binner
Manager of Human Resources
Lebanon Transit
200 Willow Street
Lebanon, PA 17046

Any submittal received after the noted date and time will be deemed non-responsive and rejected. Except for unforeseen circumstances that could warrant a change in the deadline by the Authority for all respondents, requests for extensions of the closing time, and date will not be granted. No late Proposals will be accepted or considered. Lebanon Transit will not be responsible for late postal delivery nor will postmark dates be considered in honoring Proposals. Misdirected submittals will not be accepted.

No obligation on behalf of any Authority employees. If Proposals are sent by mail or any other means, the responsibility for his/her on-time delivery is wholly upon the Proposers.

Understanding

By submitting a Proposal, each Proposer will be deemed to have certified to Lebanon Transit that the Proposer has fully investigated and become completely familiar with the Solicitation requirements, conditions throughout Lebanon Transit's Solicitation and applicable local, State, Federal laws and regulations relating to this Procurement. Lebanon Transit will not consider claims for additional compensation based upon the Proposer's lack of knowledge of such documents, statutes, regulations, resolutions or conditions. Occasions may arise that require clarification of Agreement Documents. Proposers shall rely only on written addenda provided by Ms. Cindy Binner when submitting or revising Proposals. In no event should a prospective Proposer submit a Proposal based upon an oral interpretation of the Solicitation by any Lebanon Transit employee or by any other firm or individual not associated with the Authority. In addition, Proposer's are required to state exactly what they intend to furnish to Lebanon Transit via this Solicitation and must indicate any variances to the terms, conditions and specifications of this Solicitation no matter how slight. If variations are not stated in the Proposers' offer, it shall be inferred that the Proposer's offer fully complies with all conditions identified in this Solicitation.

Schedule

Issue Date: Thursday, October 24, 2024

Proposals Due: Monday, November 4, 2024- No later than 1:00 P.M., Prevailing Time

Questions Due: Monday, October 28, 2024- No later than 1:00 P.M., Prevailing Time

Agreement Start Date: Monday, November 11, 2024

Proprietary Information

Any information contained in the Proposal that the Proposer considers proprietary must be clearly identified as such. The Authority will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act (FOIA) and Pennsylvania Sunshine Laws

Proposal Forms

All pricing must be submitted on the Form provided, contained within this document, and must contain all specified items. Incomplete Proposals submitted in any other form will be considered non-responsive and will be rejected.

The products and services described in this Proposal are to be funded with the assistance of funds from the Federal Government through the Department of Transportation Federal Transit Administration and the Pennsylvania Department of Transportation. The successful Proposer will be required to comply with all terms and conditions prescribed for Third Party Contracts Financial Assistance Agreement with the U.S. Department of Transportation Federal Transit Administration and the Pennsylvania Department of Transportation. The applicable terms and conditions are included as Attachment A, "FTA and Commonwealth of Pennsylvania Third Party Contract Provisions, to this RFP.

Proposer shall review and sign Attachment A (FTA and Commonwealth of Pennsylvania Third Party Contract Provision) and include the following to be signed by the Proposer.

Certificate 1	Non-Collusion Statement
Certificate 2	Commonwealth with Non-Discrimination Clause/Sexual Harassment Clause
Certificate 3	Contractor Integrity
Certificate 4-1	Disadvantaged Business Enterprise (DBE) Certification
Certificate 4-2	Affidavit of Disadvantaged Business Enterprise
Certificate 5	Certification Participants Regarding Debarment and other Ineligibility and Voluntary Exclusion
Certificate 6	Completed Proposer Information Sheet
Certificate 7	Completed Proposal Form
Appendix I	
Pricing Form	

Authorized Signature

The Proposal shall be signed by an official authorized to bind the offer, and it shall contain a statement to the effect that the Proposal is firm for a period of at least One-hundred, Twenty (120) days from the closing date for the submission of Proposals.

Proposal Withdrawal

All Proposals shall be valid for One-hundred, twenty (120) days from the closing date for the submission of Proposals. Prior to the date and time Proposals are due the Proposal may be modified or withdrawn by the Proposers' authorized representative in person, or by written notice. If Proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the Proposal. Written notices shall be addressed to: Cindy Binner, Manager of Human Resources, Lebanon Transit, 200 Willow Street, Lebanon, PA 17046 no later than the exact due date and time.

Conditional Proposal

Conditional Proposal, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

Proposals will be reviewed by Lebanon Transit to determine which Proposal, if any, should be accepted in the best interest of the Authority. Lebanon Transit at its sole discretion will reserve the right to accept or reject Proposals submitted and to waive any informalities and minor irregularities and to request additional information required to fully evaluate a Proposal. The Proposal shall be clear, thorough, and meet the terms as specified herein, leaving no ambiguity in terms of provided services and experience. The "Uniform Supply Pricing Form" shall be completed similarly without question or ambiguity in terms of clothing product offerings and typical delivery times.

Opening Proposals

Received Proposals will not be publicly opened. The Proposer shall submit two (2) original, hard copies of his/her Proposal, signed documents, a USB drive with a scanned, digital file of his/her Proposal, required documents, and Uniform Supply Pricing Form.

Minimum Proposal Requirements

Letter of Introduction

A signed Letter of Introduction, on firm letterhead, introducing the firm and summarizing the firm's qualifications. It should clearly state the firm's understanding of the requirements under this RFP and highlight any unique Proposer qualifications.

Each Proposer must provide a brief description of its firm, including the date established, and the organization's experience and history implementing solutions for organizations similar in size, scope and nature to Lebanon Transit.

Assigned Personnel

Each must provide a brief description of key personnel who will be assigned to care for this Agreement. This shall include qualifications and experience.

Disadvantaged Business Enterprise (DBE)

Please identify DBE participation in the Proposal.

Price Proposal

Please complete the "Uniform Supply Pricing Form." fully describe pricing methodology as well as future price increases.

Agreement Term

The proposed term for the uniform supply will be for a base period of three (3) years with an option for two (2) one-year extensions for a **potential** of five (5) years.

Payment

Payments will be made within thirty (30) days following the receipt of an invoice which has been reviewed and approved for payment. The invoice shall be submitted in a form acceptable to both the Authority and Proposer. Lebanon Transit will provide the address where the invoice may be forwarded.

Notice of Intent Award

The successful Proposer will receive a Notice of Intent to Award. Proposers who were not awarded an Agreement will be informed of the decision to award the Agreement to another firm.

Solicitation

This Solicitation and any addenda will be incorporated in whole, by reference within the Agreement.

Insurance

Lebanon Transit shall be supplied with certificates of such insurance prior to the commencement of any work, deliveries, or Agreement activity under this solicitation. All coverages below are to be "occurrence" type policies.

The Proposer shall be responsible for taking out and maintaining Workers' Compensation Insurance in accordance with the laws of the Commonwealth of Pennsylvania as necessary. Evidence of having this insurance shall be given to Lebanon Transit.

Liability Insurance

The Proposer shall take out and maintain on its owned and leased vehicles used in service under this Agreement such general liability, vehicle liability and property damage liability insurance as shall protect Lebanon Transit and others performing work covered in this Agreement, from all claims for damages, personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement whether such operations be by the Proposer or by others directly or indirectly employed by either of them, by naming Lebanon Transit as an additional insured with respect to this Project and the amount of such insurance shall be as follows:

General Liability

Insurance in an amount not less than:

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products - Completed Operations Aggregate Limit
- \$2,000,000 Personal and Advertising Injury Limit
- \$2,000,000 Each Occurrence Limit

The insurance herein shall be with an acceptable insurance company authorized to do business in the Commonwealth of Pennsylvania and shall be taken out before work is commenced and kept in effect until claims which may arise from work performed under the terms of this Agreement are satisfactorily completed. Lebanon Transit shall be given a minimum of thirty (30) days' notice prior to any change or cancellation of any of the insurance required under this paragraph. Lebanon Transit shall be named as "additional insured" on all policies. Failure to comply with any of the terms set forth in this paragraph shall constitute and result in an immediate and automatic termination of Agreement.

The Proposer shall indemnify, defend and hold harmless the Lebanon Transit, its officials and employees from and against any and all actual or alleged demands, claims, damages, losses and expenses, whether caused in whole or in part by a party indemnified hereunder, excepting only Lebanon Transit sole negligence. This includes, but is not limited to:

- Injury and other claims arising out of employment by Proposer:
- Injury to third parties:
- Damage to and/or loss of use of tangible property: and
- Attorney fees and other defense costs arising out of or related to the performance or non-performance of service arising out of or related to work or service by the Proposer and /or its employees, subcontractors and/or agents.

Bid Protest Procedures

Purpose

The policies and procedures governing the receipt and resolution of protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP) are outlined below. This procedure is applicable to all IFBs or RFPs. These procedures are in compliance with FTA Circular 4220.1F.

Definitions

“Interested Party” means any Bidders/Proposers.

“Days” means business days.

“Filed” means the date of receipt by the Office of the Executive Director or his/her designee.

“Federal/State Law or Regulation” means any valid requirement imposed by Federal, State or other statute or regulation.

“Presumptive Contractor” means the Bidder/Proposer that is in line for award of the contract/agreement in the event that the protest is denied.

Protestant” is an Interested Party who is aggrieved in connection with the solicitation or award of contract/agreement and who files a protest.

Types of Protests/ Time Limits

Pre-Bid/Proposal Protest are based upon alleged restrictive specifications or alleged improprieties in Lebanon Transit’s procurement process. A protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid/proposal opening date by 4:00 P.M., Prevailing Time, Lebanon, Pennsylvania.

Pre-Award Protest is based upon alleged improprieties of a Bid/Proposal. A protestant must file a pre-award protest no later than five (5) days after the protestant knows or should have known of the facts giving rise thereto by 4:00 P.M., Prevailing Time, Lebanon, Pennsylvania.

Post-Award Protest is based upon the award of a contract/agreement. A protestant must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of Lebanon Transit’s intent to award or no later than five (5) days after an unsuccessful firm becomes aware of Lebanon Transit’s intent to award a contract/agreement, whichever comes first, by 4:00 P.M., Prevailing Time Lebanon, Pennsylvania.

Contents of Protest

Protests must be in writing and filed directly with the Office of the Executive Director at:

Theresa L. Giurintano
Lebanon Transit
200 Willow Street
Lebanon, PA 17046

and must contain the following information:

- The name, address and telephone number of the protestant;
- Identity of the IFB or RFP (by number and description);
- A detailed factual statement of the grounds for protest; and
- The desired relief, action or ruling.

Action By Lebanon Transit

Procurement Process Status

Upon timely receipt of a protest, Lebanon Transit will delay the opening of bids/proposals until after resolution of the protest for protests filed prior to the bid/proposal opening or withhold award until after resolution of the protest for protests filed after bid/proposal opening. However, Lebanon Transit may open bids/proposals or award a contract/agreement whenever Lebanon Transit, at its sole discretion, determines that:

The items or work to be procured are urgently required:

- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to Lebanon Transit or a funding source.

If the protest is filed before the award of the contract/agreement, Lebanon Transit will advise the presumptive Proposer of the pending protest.

If deemed appropriate, Lebanon Transit may conduct an informal conference on the merits of the protest with all interested parties invited to attend.

Response to the Protest

Lebanon Transit's Executive Director will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. Lebanon Transit's response shall address only the issues raised originally by the protestant. When, on its face, a protest does not state a valid basis for protest or is untimely, the Executive Director may summarily dismiss the protest without requiring a detailed response.

Rebuttal to Lebanon Transit Response

The protestant may submit a written rebuttal to Lebanon Transit's response, addressed to the Executive Director, but must do so within five (5) days after receipt of the original Lebanon Transit response. Lebanon Transit will not address new issues raised in the rebuttal. After receipt of the protestant's rebuttal, the Executive Director will review the protest and notify the protestant of his/her final decision.

Request for Additional Information

Failure of the protestant to comply with a request for information as specified by Lebanon Transit may result in determination of the protest without consideration of the additional information if subsequently produced. If any interested party requests information from another interested party, the request shall be made to Lebanon Transit's Executive Director, and, if Lebanon Transit so directs, shall be complied with by the other party within five (5) days.

Request for Reconsideration

If data becomes available that was not previously known or there has been an error of law, a protestant may submit a request for reconsideration of the protest. Lebanon Transit's Executive Director will again review the protest considering all currently available information. The Executive Director's determination will be made within a reasonable period of time, and his/her decision will be considered final.

Decision

Upon review and consideration of all relevant information the determination as issued by Lebanon Transit will be final.

Confidentiality of Protest

Material submitted by a protestant will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestant considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, Lebanon Transit will notify the Regional Office of any known or pending protests. Lebanon Transit will notify FTA again within five (5) business days from receipt of Lebanon Transit's final decision, the protestant may file a protest with the FTA only where the protest alleges that Lebanon Transit failed to have or failed to adhere to its protest procedures or there was a violation of Federal Law or Regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

Force Majeure

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has

been submitted to Lebanon Transit that failure to perform according to the Agreement requirements were due to causes beyond control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, floods and general stay in place directive but not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the Authority. The successful Proposer guarantees that products, labor and equipment will be supplied in full force as needed without exception during the performance throughout the Agreement life.

Rationale

As Lebanon Transit grows and expands, the time and effort required for the internal management of clothing/uniforms items now dictates the need for an external organization to manage all aspects of the clothing/uniform program. The Proposer shall manage a clothing/uniform program for approximately thirty (30) employees. The Proposer should possess an automated, secure and accurate system of verifying eligible employees tracking his/her purchases and individual account balances for uniform garments.

Accessibility

The Lebanon Transit office located at 200 Willow Street, Lebanon, PA 17046, will be open from 8:00 A.M. through 4:00 P.M., Prevailing time., Monday through Friday.

Extended Proposer Closures

Describe how weather, supply issues or extended holiday closures will be addressed during the Agreement Period.

Shipping Abilities

The Proposer shall have the ability to ship purchased uniform materials to personal home addresses. Please note on "Uniform Supply Pricing Form" minimum order cost for which purchases will qualify for free shipping.

Capability

The Proposer shall describe how this Agreement will be supplied and inventories maintained.

Customer Service

Proposers shall present information regarding customer complaint resolution processes and efforts that may be utilized to correct problems.

Responsibility

The ideal Proposer will be solely responsible for all aspects of customer service, clothing, and uniform management. Lebanon Transit will not be an intermediary between employees and Proposer. Proposers shall develop and present a customer service and dispute resolution plan. This plan should provide a narrative regarding how the Proposer will provide service to Lebanon Transit employees and increase Lebanon Transit administration efficiency.

On Boarding

As a Proposal element, Proposer should describe the process to switch from current vendor to his/her products.

Coordination

Proposer will explain how he/she will deliver new clothes without causing disruption or incurring additional implementation costs for Lebanon Transit.

Deployment Timeframe

Describe the time required between Agreement execution and delivery of uniforms.

Size and Measurements

Please provide details as to how at transition those receiving new uniforms will be measured or how sizes, style, and count will be communicated.

Materials

Materials shall be of first quality. If invited for an interview, please be prepared to bring samples of clothing. Clothing samples should include the solicitation requested items. Examples of current customer clothing will be sufficient. The final approval process for materials shall be described in Proposals and will not occur until after Agreement execution.

Warranty

Describe the warranty as offered by Proposer or clothing manufacturer for each specified piece of clothing. Please describe the process for warranty claim submissions.

Account Management

Proposal should detail how the Proposer will facilitate communication with Lebanon Transit administrators and be responsive to Lebanon Transit employee inquiries. Detail how the Proposer will ensure a smooth transition, address Lebanon Transit concerns, and help to increase wearer satisfaction during the life of the Agreement.

Customer Service

Provide the contact information for which any Lebanon Transit employee with concerns related to delivery, pricing, or complaints can seek remedy. Also explain methodologies which will be used to solve customer complaints. Please detail the number of customer service personnel available and typical wait times relative to customer inquiries and resolutions.

Available Sizing

The successful Proposer will have the capability of obtaining products in sizes from extra-small up to and including 8XL or equivalent with appropriate intermediary size selection. Please affirm this ability and provide lead times for both typical and non-typical sizing options.

Color Schemes

Shirts -Appendix I

Pants -Appendix I

Shorts- Appendix I

Locations

Proposer shall have the capability to ship residential address in Lebanon and other Pennsylvania counties.

Inventory

Proposer shall maintain adequate supply of all Lebanon Transit specified garments so as to prevent any unnecessary delays. By submitting a Proposal and entering into an Agreement with Lebanon Transit, Proposer guarantees that all materials will be available as necessary for full execution of said Agreement and will make every and all efforts to satisfy needs.



**Federal Transit Administration (FTA) and Commonwealth of Pennsylvania Third Party
Contract/Agreement Provisions
2022**

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Federal Government is not a Party to this contract/agreement 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/agreement) pertaining to any matter resulting from the underlying contract/agreement.

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 FALSE OR 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/agreement. 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/agreement or the FTA assisted project for which this contract/agreement 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. ACCESS TO RECORDS AND REPORTS, AUDITS AND INSPECTION

Audit and Inspection

The contractor shall permit the authorized representatives of Lebanon 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/agreement or relating to its performance and its subcontracts under this contract/agreement from the date of the contract /agreement and for three (3) years after completion or termination of the contract/agreement.

Record Retention

The contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that Lebanon 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. FEDERAL CHANGES

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/agreement, unless the Federal Government determines otherwise. The contractor's failure to comply shall constitute a material breach of this contract/agreement. 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 Lebanon Transit requests which would cause Lebanon Transit to be in violation of the FTA terms and conditions.

5. TERMINATION

Termination for Convenience

Lebanon Transit may terminate this contract/agreement in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract/agreement close-out costs, and profit on work performed up to the time of termination. "Close-out costs" is defined as, "site deactivation costs, scrap and waste disposal costs only". Close out costs do not include labor, direct material or overhead. Within thirty (30) days of the date of the written Notice of Termination, the contractor shall promptly submit its termination claim to Lebanon Transit to be paid to the contractor. If the contractor has any property in its possession belonging to Lebanon Transit, the contractor will, within thirty (30) days of the date of the Notice of Termination, account for the same, and dispose of it in a manner directed by Lebanon Transit.

Termination for Default

If the contractor does not deliver supplies in accordance with the contract delivery schedule or if the contract/agreement 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/agreement, Lebanon Transit may terminate this contract/agreement for default. Termination shall be affected by serving a 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/agreement price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in the contract/agreement.

If it is later determined by Lebanon 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 control of the contractor, Lebanon 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.

Lebanon Transit in its sole discretion may, in the case of a termination for default, allow the contractor a reasonably short period of time 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.

Termination for Cost Type Contracts/Agreements

Lebanon Transit may terminate this contract/agreement or any portion of it, by serving a notice of termination on the contractor. The notice shall state whether the termination is for the convenience of Lebanon Transit or for the default of the contractor. If the termination is for default, the notice shall state the way the contractor has failed to perform the requirements of the contract/agreement. The contractor shall account for any property in its possession paid for from funds received from Lebanon Transit or property supplied to the contractor by Lebanon Transit. If the termination is for default, Lebanon Transit

may fix the fee, if the contract/agreement provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to Lebanon Transit and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of Lebanon Transit, the contractor shall be paid its contract/agreement close-out costs, and a fee, if the contract/agreement provides for a fee, in proportion to the work performed up to the time of termination. The contract/agreement does not provide for an additional fee.

If, after serving notice of termination of default, Lebanon Transit determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Lebanon Transit, after setting up a new work schedule, may allow the contractor to continue work or treat the termination as termination for convenience.

6. BREACHES AND DISPUTE RESOLUTION

Disputes

Disputes arising in the performance of this contract/agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Lebanon 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 Board of Directors. 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 Board of Directors shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by Lebanon Transit, contractor shall continue performance under this contract/agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract/agreement 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.

Remedies

Unless this contract/agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between Lebanon Transit and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agreed or in Lebanon County Court of Common Pleas.

Rights and Remedies

The duties and obligations imposed by the contract/agreement 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 Lebanon Transit or its representative shall constitute a waiver of any right or duty afforded any of them under the contract/agreement, 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.

7. CIVIL RIGHTS

TITLE VI

During the performance of this contract/agreement, 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. §2000 (d); 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.

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000, 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 the FTA may issue.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The undersigned agrees to comply with and assure that any third party contractor under this Agreement complies with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. §§12101 *et seq.* and 49 U.S.C. §322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. §1612; and the following regulations and any amendments thereto:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from the Federal Financial Assistance", 49 C.F.R. Part 27;
- U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;

- Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", "28 C.F.R. Part 35
- DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- General Services Administration regulations, "Construction and Alteration of Public Buildings", "Accommodations for the Physically Handicapped", 41 C.F.R. Part 101-19;
- Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act", 29 C.F.R. Part 1630;
- Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64 (F) and
- FTA regulations "Transportation for Elderly and Handicapped Persons" 49 C.F.R. Part 609.

8. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

DBE Assurance

Lebanon Transit shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract/agreement or in the administration of Lebanon Transit's DBE Program or the requirements of 49 C.F.R. Part 26. Lebanon Transit shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts/agreements. Lebanon Transit's DBE Program, as required by 49 C.F.R. Part 26 and as approved by DOT, is incorporated by reference into this solicitation and any resulting contract/agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Lebanon Transit of its failure to carry out its approved program, the Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, (31 U.S.C. §3801 *et seq*).

DBE Contract Clause

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract/agreement. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in award and administration of DOT assisted contracts/agreements. Failure by the contractor to carry out these requirements is a material breach of this contract/agreement, which may result in the termination of this contract/agreement or such other remedy as Lebanon Transit deems appropriate.

Prompt Payment Clause

The prime contractor agrees to pay each subcontractor (whether DBE or non-DBE) under this prime contract/agreement for satisfactory performance of its contract/agreement no later than thirty (30) calendar days from its receipt of each payment from Lebanon Transit. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only for good cause following written approval of Lebanon Transit of the prime contractor's written request for such a delay or postponement. The request for delay or postponement must state the reasons for the request in sufficient detail as to permit Lebanon Transit to make a determination. The decision to allow a delay or

postponement shall rest solely and exclusively with Lebanon Transit.

Absent written approval from Lebanon Transit for a delay or postponement, and upon receipt by Lebanon Transit of written notification from the subcontractor that prompt payment requirements have not been met, Lebanon Transit may withhold reimbursement from future prime contractor invoices for amounts due to subcontractors for satisfactory work unless and until the prime contractor takes corrective action by paying its subcontractors any past due amounts promptly in accordance with this requirement and also assuring, in writing, that future payments will be so made. A prime contractor who does not take such corrective action when required to do so will not be permitted to bid on future projects involving subcontractors unless and until a written assurance of compliance with prompt payment provisions is provided to Lebanon Transit. Lebanon Transit reserves the right to determine that a prime contractor who has not met prompt payment provisions is not a responsible bidder for future contracts/agreements.

The contractor must submit Certificate 5-1 "Disadvantaged Business Enterprise", with its proposal and the Affidavit requested on Certificate 5-2, if the Proposer is a Disadvantaged Business Enterprise.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

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, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. 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://sam.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 5) 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, Lebanon Transit may pursue available remedies, including suspension and/or debarment. The contractor or subcontractors shall provide immediate written notice to Lebanon 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.

10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The contractor agrees that the definitions and terminology included in FTA Circular 4220.1F (March 2013) and the FTA Master Agreement shall be incorporated into the contract/agreement by reference.

11. RECYCLED PRODUCTS

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

12. ENERGY EFFICIENCY AND CONSERVATION

Vendors/Contractors shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in State energy conservation plans issued in compliance with the Energy Policy and

Conservation Act (42 U.S.C. §6321 *et seq*).

13. VETERANS PREFERENCE

As provided in U.S.C. § 5325 (k), the extent practicable, LT agrees and assures that each of its sub-recipients:

- Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract/agreement in connection with a capital project supported with Federal Assistance appropriated or made available for 49 U.S.C. Chapter 53; and
- Will not be required to give preference to a y veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

14. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE AND OTHER LEGAL

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This

notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

15. BUILD AMERICA, BUY AMERICA ACT

Construction materials used in the Project are subject to the Domestic Preference Requirement of the Build America, Buy America Act Pub. L. 117-58, div. G tit. IX § 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914 (a) nor a finding under § 70914 (b).

16. Prohibited Telecommunications Equipment

By submitting a proposal, the Proposer hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, 889 (Aug. 13, 2018) (the Act) prohibits Lebanon Transit from procuring certain "covered telecommunication equipment or services," as defined in the Act, in Federally assisted procurements and that the procurement is a Federally assisted procurement subject to that prohibition. Proposer represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to Lebanon Transit that would cause Lebanon Transit to be in violation of the prohibition contained in the Act.

"Covered telecommunications equipment or services," as defined in the statute
Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

Telecommunications or video surveillance services provided by such entities or using such equipment; or Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country," as defined in section 889, means the People's Republic of China.

Signature

Lebanon Transit
200 Willow Street
Lebanon, PA 17046
717.274.3664

Lebanon Transit is a Drug Free Workplace
Lebanon Transit is an Equal Employment Opportunity Employer

CERTIFICATE 1

NON-COLLUSION STATEMENT
LEBANON TRANSIT
200 WILLOW STREET
LEBANON, PENNSYLVANIA 17046

TO: Lebanon Transit, Lebanon, 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 proposal 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 Proposer to submit a sham proposal or any other person, firm or corporation to refrain from submitting a proposal and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other Proposer.

Company Name _____

Address _____

Signature _____

Printed Name _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

() Individual () Partnership () Corporation

(Seal)

Failure to Complete This Form and Submit With Proposal Will Render the Proposal
Non-Responsive.

CERTIFICATE 2
COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Proposer Agrees:

- In the hiring, recruitment, placement or promotion of any employee(s) for the manufacture of supplies, compensation and benefits 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.
- 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.
- 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.
- 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/agreements relates.
- 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 (BM/WBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.
- 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.
- Lebanon Transit may cancel or terminate the contract/agreement and all money due or to become due under the contract/agreement may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, Lebanon Transit may proceed with debarment or suspension and may place the Contractor or subcontractor in the Contractor Responsibility File.

DATE

FIRM NAME

BY: _____
SIGNATURE

TITLE

Failure to Complete This Form and Submit With Proposal Will Render the Proposal
Non-Responsive.

CERTIFICATE 3

CONTRACTOR INTEGRITY

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

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 Lebanon Transit.

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

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

Contractor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a Lebanon 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 Lebanon Transit or the Commonwealth.

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 Lebanon Transit or the Commonwealth.

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/agreement.

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 Lebanon Transit in writing at the time of proposal submission and Lebanon Transit consents to the Contractor's financial interest prior to Lebanon Transit execution of the contract/agreement.

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/agreement or secured by Contractor from a third party in connection with the performance of this contract/agreement, without the prior approval of Lebanon 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.

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 Lebanon Transit may, in its sole discretion, terminate the contract/agreement for cause upon such notification or when Lebanon Transit otherwise learns that Lebanon Transit has been officially notified, charged or convicted.

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.

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 Lebanon Transit contracting officer in writing.

Contractor, by submission of its proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract/agreement, 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/agreement negotiations or during the term of the contract/agreement.

Contractor shall cooperate with the Office of State Inspector General in its investigation of any alleged Lebanon 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/agreement.

For violation of any of the above provisions, Lebanon 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 Lebanon Transit or Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those Lebanon Transit and the Commonwealth or Lebanon Transit may have under law, statute or regulations.

For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:

"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 Lebanon Transit.

"Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or Lebanon Transit, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, Lebanon Transit shall be deemed to have consented by virtue of execution of this contract/agreement.

“Contractor” means the individual or entity that has entered into this agreement with Lebanon Transit, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.

“Financial Interest” means ownership of more than five (5%) percent interest in any business; or Holding a position as an officer, director, trustee, partner, employee or holding any position of management;

“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/agreements of any kind;

“Immediate family” means a spouse and any unemancipated child;

“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 Proposal Will Render the Proposal
Non-Responsive.**

CERTIFICATE 4-1

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 C.F.R. Part 26 shall have the opportunity to participate in the performance of contracts/agreements financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

DBE Obligation- The Proposer agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 have the opportunity to participate in the performance of contracts/agreements and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts/agreements. Proposer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.

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

_____ DATE

_____ SIGNATURE

_____ TITLE

Failure to Complete This Form and Submit With Proposal Will Render the Proposal
Non-Responsive.

CERTIFICATE 4-2

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE (AS NEEDED)

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 C.F.R. Part 26, (D) or

_____ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 C.F.R. Part 26 (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 C.F.R. Part 26, (D).

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by Lebanon Transit to document this fact as provided for in 49 C.F.R. Part 26, (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.

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)

CERTIFICATE 5

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

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

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

Title of Authorized Official

Signature of Authorized Official

Date

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

Failure to Complete This Form and Submit With Proposal Will Render the Proposal
Non-Responsive.

CERTIFICATE ^b

PROPOSER/BIDDER INFORMATION SHEET

The following information must be provided.

Name of Individual, Partnership or Corporation

Mailing Address

Business Address (if different from mailing address)

Contact Person

—

Telephone Number

Fax Number

Authorized Person and Title

Signature of Authorized Person and Date

**Failure to Complete This Form and Submit with Proposal Will Render the Proposal
Non-Responsive.**

CERTIFICATE 7

PROPOSAL FORM

In conformity with and acceptance of the specifications and the Proposal 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 the date hereof. It is understood that this Proposal Form and all attached clauses, specifications and documents constitutes a legal and binding contract/agreement when accepted and signed by the Authority to proceed with the purchase of goods and services intended by this Proposal.

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

Proposer agrees that, if awarded the contract/agreement, Proposer will execute the contract/agreement in accordance with the specification to the complete satisfaction and acceptance of the Authority.

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

The Proposer agrees that Proposer will not assign the proposal or any Proposer's rights, interest thereunder without the written consent of Lebanon Transit.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ATTACHMENTS TO THE REQUEST FOR PROPOSAL (RFP)

Signature of Authorized Person

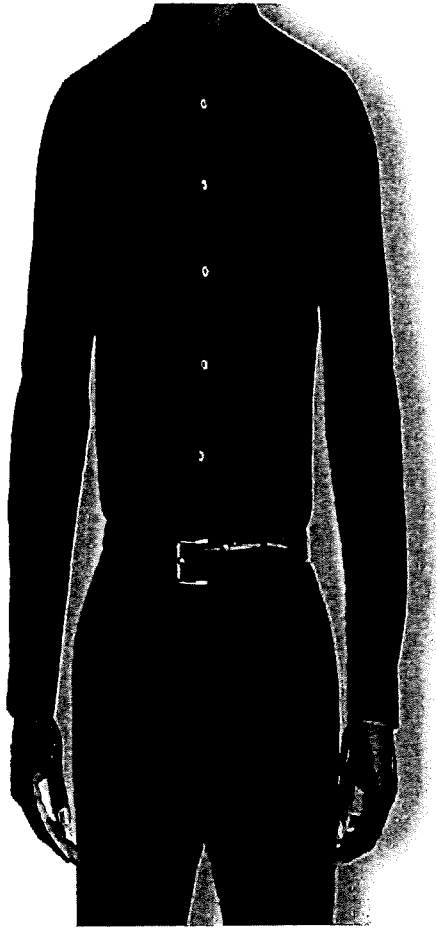
Title and Date

**Failure to Complete This Form and Submit with Proposal Will Render the Proposal
Non-Responsive.**

APPENDIX I

LEBANON TRANSIT UNIFORM STANDARDS

**Red shirt may be
long or short
sleeved and must
always be tucked in.**



Pants must be navy in color a full length trousers

Shared Ride may wear knee length navy shorts during aproved months

**Lebanon Transit Provided Items:
Shirts, pants/shorts**

UNIFORM SUPPLY PRICING FORM

<u>Uniform Items at Hire</u>	<u>Employee Count</u>	<u>Price</u>	<u>Shipping Fee</u>
Ten (10) Short Sleeve Shirts Long Sleeve Shirts Color- Red	Approximately thirty (30) Fixed Route and Shared Ride Operators		
Pants (5) Color- Navy Blue	Approximately thirty (30) Fixed Route and Shared Ride Operators		
Two (2) Shorts	Approximately fifteen (15) Shared Ride Operator Only		

Each operator will get ten (10) shirts of either short or long sleeve or a combination of both.