

# County of Lebanon Transit Authority (LT)



## EXHIBIT A

### Federal Transit Administration (FTA) and Commonwealth of Pennsylvania (PennDOT) Third Party Contract/Agreement Provisions 2025

#### **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. NOTICE TO 3<sup>RD</sup> PARTY PARTICIPANTS - 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. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS AND CONDITIONS**

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The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

#### **6. 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 (ADA) 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.

**7. 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 Statement", with its proposal and the Affidavit requested on Certificate 5-2 and 5-3, if the Proposer is a Disadvantaged Business Enterprise.

## **8. INSURANCE**

At a minimum, the contractor shall comply with the insurance requirements imposed by the Commonwealth of Pennsylvania and Lebanon County governments or as otherwise required or defined in the specifications for the project.

## **9. 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.

## **10. LEBANON TRANSIT 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 4220.1.

### **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 a 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 (LT) procurement process. A protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:00 P.M. Lebanon, Pennsylvania, Prevailing Time.

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. Lebanon, Pennsylvania prevailing time.

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 LT’s intent to award or no later than five (5) days after an unsuccessful firm becomes aware of LT’s intent to award a contract/agreement, whichever comes first, by 4:00 P.M. Lebanon, Pennsylvania prevailing time.

### **Contents of Protest**

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

Angela M. Luciotti  
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 until after resolution of the protest for protests filed prior to the bid opening or withhold award until after resolution of the protest for protests filed after bid opening. However, Lebanon Transit may open bids 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 contractor 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 4220.1.

### **11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

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.

### **12. BREACHES, DISPUTES, FRAUD, WASTE, AND LEGAL MATTERS**

#### 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 a 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.

#### 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.

### **13. LOBBYING**

Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

The contractor and its subcontractors shall certify that no Federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The contractor and its subcontractors shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to the covered Federal actions as described by 31 U.S.C. §1352. For any contract and subcontract exceeding \$100,000, the contractor and subcontractor(s) will submit a Lobbying Certificate. (See Certificate 3). Contractors who engage in lobbying activities are required to file Standard Form—LLL, “Disclosure of Lobbying Activities” in accordance with Section 1352 of Title 31, U.S. Code.

#### **PROHIBITED INTEREST:**

No member, officer or employee of Lebanon Transit, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract/agreement or the proceeds therefrom. Lebanon 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.

#### **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/agreement or receive any benefit arising therefrom.

### **14. 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. Parts §§301-10.131 through 301-10.143.

### **15. SAFE OPERATION OF MOTOR VEHICLES**

#### **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.

## **DISTRACTED DRIVING**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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 recipient is encouraged to comply with the terms of the following Special Provision.

**Safety-** The Contractor is encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Contractor-owned or contractor-rented vehicles or Government-owned, leased or rented vehicles; or

Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

Any vehicle, on or off duty, and using an employer supplied electronic device.

## **16. PROHIBITED TELECOMMUNICATINS EQUIPMENT**

By submitting a proposal, the Proposer hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232, 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 diligent review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the 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.

## **17. ASSIGNABILITY**

A public agency shall have the option of participating in any award made for the purchase of goods and services as a result of this solicitation at the same prices, terms and conditions. Lebanon Transit reserves

the right to assign all or any portion of the goods and services awarded under this contract. This assignment, should it occur, shall be agreed to by Lebanon Transit, the Contractor, and the additional party. 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. Lebanon Transit's right of assignment will remain in force over the contract term as defined or until completion of the contract, whichever occurs first. Lebanon Transit shall incur no financial responsibility in connection with the contract issued by the alternate public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.

#### **18. SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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

Lebanon Transit  
200 Willow St  
Lebanon, Pa 17046  
717-274-3664

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