



INVITATION FOR BID

LEASE OF TRANSIT VEHICLE TIRES

Project # 10-2025

August 1, 2025

Issue Date:	August 8, 2025
Questions Due NOL:	August 22, 2025, 3:00PM EST
Quotes Due:	September 8, 2025 4:00 PM EST
Evaluation/Selection	September 16, 2025
Award Date:	September 19, 2025
Contract Start Date:	October 1, 2025

The River Valley Transit Authority, dba RVTA is requesting Quotes for the services described as follows. The Authority will receive Quotes related to the lease of transit vehicle tires. Tires shall be quoted for the fixed route vehicle fleet and shall be quoted on a rate per mile basis. The organization serves and maintains locations in Williamsport, PA. All quotes and contracts 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) and the individual agency listed herein.

All costs incurred by those who wish to submit quotes in the development of their quotes in response to the IFB are the sole responsibility of those submitting quotes. No such costs will be reimbursed by the agency. Furthermore, those who submit quotes must not include such costs as part of their costs to perform any work described in this IFB.

Requests for full and complete Quote specifications, sealed quotes, and questions regarding this project should be submitted via the PennBid platform at www.pennbid.net

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LEASE BUS TIRES & TIRE SERVICE

INVITATION FOR BID

Obtaining IFB Documents

Interested parties may receive the Invitation for Bid (IFB) documents by contacting Stacie Elliftawi via selliftawi@ridervt.com. You may also access all information needed at www.Pennbid.net. When requesting a copy of the IFB, give your full name, company name, mailing address, email address, area code and telephone number.

Please note: Any interested bidder is expected to thoroughly read and understand the information contained within this IFB.

Notice is hereby given that sealed proposals will be received by the River Valley Transit Authority, 1500 West Third Street, Williamsport, Pennsylvania 17701, until 4:00PM, EST on September 8, 2025 for the LEASE OF BUS TIRES AND TIRE SERVICE as listed in this document. Any bid received after closing time will **NOT** be evaluated for the award. Additionally, misdirected submittals will **NOT** be accepted.

No Obligation on the part of any Authority or agents:

IF QUOTES ARE SENT BY MAIL OR ANY OTHER MEANS, THE RESPONSIBILITY FOR THEIR ON TIME DELIVERY TO River Valley Transit Authority IS WHOLLY UPON THE PROPOSER.

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

Contractors will be required to comply with all applicable Buy America, Non-Discrimination, Non-Collusion, Lobbying, Debarment and Contractor Integrity laws and regulations.

RVTA solicits and encourages Disadvantaged Business Enterprises' participation. DBEs shall be afforded full consideration of their response and will not be subject to discrimination.

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

Bids will be opened at a Public Board of Directors Meeting, September 16, 2025, Williamsport, Pennsylvania. It is anticipated that the bid award will be made on or before September 19, 2025.

All information can be obtained at www.pennbid.net

LEASE TRANSIT VEHICLE TIRES

A. GENERAL PROJECT INFORMATION

River Valley Transit Authority (RVTA) is seeking sealed bids from suppliers for the lease of transit vehicle tires for its fixed route bus fleet. RVTA manages the fixed route bus service operated in Lycoming County, Pennsylvania and surrounding areas.

RVTA is seeking a three-year (3) base contract period with two (2) one-year optional renewal years. The two (2) optional years are exercised at the sole discretion of RVTA, each of the subsequent optional years shall expire on September 31st of that year. RVTA at its sole discretion will notify the Contractor of acceptance of optional years in writing at least thirty days (30) prior to the expiration of the current contract year. With the two (2) optional (1) year contract terms, RVTA's said contract will result in a total contract term of five (5) years.

• DISCOUNT OPTION FOR ADOPTION OF TIRE PRESSURE MONITORING SYSTEM

Currently River Valley Transit Authority is exploring the addition of a Tire Pressure Monitoring System across the fleet of all revenue vehicles. As part of the analysis of this system, RVTA request Bidders responding to this solicitation to outline discounts available from the Lessee after the implementation of this technology.

B. INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

- Bids shall be uploaded to the Pennbid website at www.pennbid.net directed to Stacie Elliftawi, Director of Procurement, River Valley Transit, Authority 1500 West 3rd Street, Williamsport, PA 17701, all in person bids must be in a securely sealed and marked "Tire Lease IFB" envelop prior to 4:00PM, EST September 8, 2025. At that time, the bids received will be publicly opened and read. Any bid received after this date and time will **NOT** be considered and will be returned to the Bidder unopened. RVTA will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals.
- RVTA reserves the right to postpone, to accept or reject any and all bids, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Furthermore, RVTA reserves the right to cancel the award of the contract before execution if RVTA deems such cancellation to be in its best interest. In no event will RVTA have any liability for cancellation of such award. The bidder assumes sole risk and responsibility for expenses prior to execution of a contract. In all cases, materials must be furnished as specified within this document.

C. CHANGES AND ADDENDUM

Changes to the specifications will be made by addendum. Answers to written questions will be included as an addendum. At no point shall any correspondence, conversation, or assumption be deemed to take precedence above this document or any addenda released by the River Valley Transit Authority Procurement Director.

- Any features omitted from such specifications which are clearly necessary for the completion of the tires and the appurtenances shall be considered a part of such items although not directly specified or called for in the specifications. All units or parts not

herein specified shall be the manufacturer's standard unit.

D. INVOICES AND PAYMENT

Invoices for each inspection or repair shall be sent at least by the last day of the month when the service is performed. The Authority shall make payment within Thirty (30) days of receipt of an invoice, provided the contractor has submitted all the information to review and approve the invoice.

- **Invoice Detail:** Please note that each invoice must contain invoice date, total mileage for each tire size, and rate for each tire size.
- **Prepayment:** RVTA will not prepay for any work, materials, permits, or supplies. No exceptions.
- **Mileage:** RVTA will provide a report by the fifteenth (15th) day of the month consisting of vehicle number, Hubometer/odometer beginning and ending readings and total miles operated during the preceding month.
- **Verification:** Tire provider will have the opportunity to audit records related to tire mileage and reported use with a minimum of two (2) weeks' notice.
 - **TAXES.** RVTA is exempt from payment of the Federal Excise Tax, Transportation Tax, Tire Tax and Pennsylvania Sales tax, and taxes shall not be included in proposal prices. Necessary exemption certificates shall be furnished to the successful Bidder if requested.

E. PERFORMANCE The furnished product shall meet all applicable specifications for performance and safety and be free from defects in materials and workmanship. The tires, ancillary products, and supplies shall meet or exceed OEM specifications. Deliveries shall be on time with any delays, issues, or supply problems promptly communicated. Tires to be supplied shall be approved by RVTA and shall have submittal information supplied with quotes.

- Leased tires shall be in complete compliance with all applicable requirements of the laws of the Commonwealth of Pennsylvania and Federal regulations at the time of manufacture.
- Valve stems, valve stem caps, patches, balancing beads, balancing weights and valve stem cores will be furnished as a part of the contract. All appurtenances shall be Quoting Firm's standard, shall conform in material, design or workmanship to the generally accepted practices known in the tire industry, and shall be free from defects for twelve (12) months following delivery thereof. All appurtenances shall be new and in no case be previously used, reconditioned, or obsolete.
- Workmanship throughout shall result in a neat and finished appearance. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished.
- If any item is delivered incomplete or is delivered defective or damaged, said item shall be completed or replaced. RVTA will confirm at the time of receipt whether an item is delivered incomplete or is delivered defective or damaged. The new item furnished, including the transportation charges for same plus the labor for the removal and the installation of said item, shall be free of all costs to RVTA.

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

- On the Bid Form The price proposed shall be on a fixed rate per tire mile basis for each of the three-year periods requested. Bidders may include a Raw Materials Clause in their Price proposals for the two (2) one-year option years if they desire. The changes of price may be escalated or deescalated based on the annual change of the Northeast Region CPI with a maximum change of three percent (3%) per contract year and must be mutually agreeable to both parties. Conditions related to the implementation of such an escalation clause must also be clearly stated. Bidders who choose to include a Raw Materials or Escalation Clause must also demonstrate how that index will be applied so RVTA will have a basis for cost comparison
- Successful Bidder must agree to save, keep, bear harmless and fully indemnify RVTA and any of its officers or agents from all damages, costs or expenses in law and equity, that may at any time arise, or be set up, for any infringement of the patent rights of any person or persons in consequence of the use of RVTA, or by any of its officers or agents, of articles supplied under the contract, arising from bids submitted and of which the contractor is not lawfully entitled to sell, provided RVTA gives successful Bidder prompt notice in writing of any suit and all information, assistance and cooperation reasonably necessary to defend same.
- Notwithstanding any other provision of this contract to the contrary, in no event shall either party be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Contract or provision of tires and/or services, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.

Any proposed change to the contract shall be submitted to RVTA for its prior approval.

- RVTA shall be bound by the terms of these bids only to the extent that funds are available for this purpose. Any contract resulting from bids submitted is subject to all applicable laws and a financial assistance contract between RVTA, the Federal Transit Administration (FTA), and the Pennsylvania Department of Transportation (PennDOT). If funding is not appropriated, the contract with the Contractor will be terminated in accordance with the provisions of Attachment A, Paragraph 7.A., “Termination for Convenience”
In the event of the unavailability of funding, RVTA, upon termination, will pay for all unused mileage in the relevant tires and take title to such tires, “as is”.
- The bid shall be signed by an official authorized to bind the offer, and it shall contain a statement to the effect that the bid is firm for a period of at least sixty (60) days from the closing date for the submission of bids. The lessor shall not be responsible for any warranties or services related to any such tires from companies other than lessor.

BID FORMS CONTINUED

Items to be submitted with the bid include:

PROPERLY EXECUTED BID FORMS

- The names of at least three transit systems similar in size and type of service to RVTA and a contact name for reference purposes. Applicable rates for those systems are requested, but it is not required to be submitted with the proposal.

The Bidder shall review Attachment A, “FTA and Commonwealth of Pennsylvania Third Party Contract Provisions,” and include the following certificates as signed by the Bidder:

Certificate 1 - Buy America Certification. The Buy America Certification must be completed and submitted with the proposal for any purchase, any proposal that does not include the Certificate will be considered non-responsive.

2. Certificate 2 - Non-Collusion Statement
 3. Certificate 3 – Commonwealth Non-Discrimination Clause
 4. Certificate 4 – Lobbying Certificate
 5. Certificate 5-1 Disadvantaged Business Enterprise Certification
 6. Certificate 5-2 – Affidavit of Disadvantaged Business Enterprise (if applicable)
 7. Certificate 6 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
 8. Certificate 7 – Contractor Integrity
- A copy of the proposed tire lease agreement. RVTA will review the proposed lease agreement as part of the review of the bid received.
 - Descriptive information on the tire product(s) proposed.

G. BASIS OF AWARD

- The award of a contract for the lease of the transit vehicle tires will be made to the lowest responsive and responsible bidder under the Base Bid or for the Bid Option for Servicing Tires. After the opening and evaluation of the bids, RVTA will decide whether to award a contract for the Base Bid or for the Bid Option for Servicing Tires as it deems to be in its best interests. The lowest responsive and responsible bidder under the Base Bid or for the Bid Option for Servicing Tires will be determined based on the bidder who provides the lowest cost based on the base bid lease price provided for the tires included in each group.
- A responsible bidder will also be determined based on the bidder’s conformance to the specifications documents, the bidder’s qualifications and performance regarding the supply and servicing of the tires and references.

H. QUESTIONS AND REQUESTS:

- All questions should be directed to the Pennbid website at www.pennbid.net

I. INSURANCE:

- The Lessor shall self-insure or have in place appropriate and applicable Worker’s

Compensation (statutory) and Employer's Liability Insurance (\$1,000,000 limit), Comprehensive General Liability Insurance (\$1,000,000 limit) and Vehicle Liability (\$1,000,000 limit) and such other insurance as may be required for its operation. The Lessor shall provide a certificate of such insurance evidencing the coverage and limits set forth above.

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

J. GENERAL SPECIFICATIONS

- **GENERAL** - The intent of this specification is to establish the parameters for the preparation of the bids. Each bid received will be reviewed by RVTA. The contract will be awarded as described on page 4 of this document, "Instructions to Bidders and General Conditions".
- **TIRES FURNISHED** - Tires furnished shall meet all applicable Federal and State laws and regulations. The use of retread radial tires will not be permitted. Regrooved radial tires will be permitted.
- **PRICE FOR LEASE OF TIRES** - The price proposed shall be on a fixed rate per tire mile basis for each of the five-year periods requested. Escalator clauses are not requested nor desired as part of the proposal.
- **APPURTENANCES** - Flaps, valve stems, caps, cores and heat discs will be furnished as a part of the contract.
- **BONUS** - In the event the Bidder proposes a bonus arrangement, the proposal shall set forth full and complete details for the computation of such bonus.

PROJECTED ANNUAL MILEAGE

- The projected annual mileage for the fleet is anticipated to be roughly equivalent to the accrued 2024 mileage which is included in this document.
- **Service:** There are no significant changes in service levels planned at this time. However, weather events, government action, economic, civil disturbances, and other events outside of RVTA control may reduce the accrued mileage.
- **Mileage Guarantee:** RVTA makes no promise, covenant, or guarantee with respect to the total number of miles accrued by the fleet during the lease period. Please note that some vehicles leave and enter the fleet throughout the year and will for the Contract life.

RECORD KEEPING

- RVTA will keep the mileage record of each bus and shall furnish Lessor with a list of each vehicle together with the monthly mileage for each vehicle and the number for each tire on the bus, on or before the 15th day of the month during the term of the contract. RVTA will provide the information in an electronic format in the report format provided by the Lessor or in a report format developed by RVTA with acceptance by the Lessor. Such report or record will be used by the Lessor in computing the monthly statement. Bidder shall furnish all necessary order or report forms at no additional expense to RVTA.

DELIVERY

- All tires and appurtenances furnished for use by RVTA's operation shall be delivered to the garage at 1500 West 3rd Street, Williamsport, PA 17701. All freight or delivery charges shall be paid for by the Lessor. The RVTA Fleet Manager for the operation will confirm the delivery location when an order for tires is placed.
- The Lessor shall furnish an adequate number of spare tires mutually agreed to by the parties for the proper upkeep and maintenance of the tire program.

PERIOD OF PERFORMANCE

- Once RVTA places an order for the delivery of tires, the supplier shall have fifteen (15) calendar days to deliver the tires to the garage.

STORAGE OF SPARE TIRES

- RVTA will furnish adequate space for the storage and maintenance of tires used on its vehicles at the garage location.

DISPOSITION OF TIRES

- For the base bid and the optional bids, Bidder, at its expense, shall be responsible for disposal of supplier's leased tires and appurtenances rendered unfit for service and permanently removed from vehicles.
- Bidder shall state completely the provisions for disposition of supplier's leased tires and appurtenances, upon expiration of the contract period, as it may be extended through options. Bidder, at its expense, shall be responsible for disposal of unfit tires until run-out of the supplier's leased tires are complete.

TITLE TO TIRES

- Ownership and title to leased tires and appurtenances shall remain with the Lessor and shall not pass to RVTA upon delivery and/or acceptance but will remain with supplier unless and until RVTA has made complete payment therefore.

SAFETY CERTIFICATION

- The Bidder will furnish written certification that the tires furnished under the contract will comply with all applicable Federal, State and Local laws and regulations.

WARRANTY

- Lessor shall assume responsibility for all material, appurtenances, and warranty used in the furnishing of tires under the contract for this procurement, whether the same are

manufactured by the Lessor from a source outside the Lessor's company to fulfill its requirements under the terms of the contract for this procurement.

TIRE CONTRACT

- The term of the contract to be awarded will be for a period of three (3) years at fixed prices for each year, with an additional two (1) year options for each of the following years. The price for each option year shall be submitted with the proposal. The optional years shall be automatic unless either party provides a thirty (30) day written notice of cancellation of the contract. The term of the contract shall commence October 1, 2025 and run through September 30, 2030 if all options are exercised.

PREVIOUS TIRE RUN-OUT

- RVTA may execute a Run-Out option with its present tire contractors. Under said option for its operation, RVTA shall continue to use tires in RVTA's possession until said tires are rendered permanently unfit for service or for thirty-six (36) months whichever comes first.

TIRE TEST

- RVTA reserves the right to test competitive tires, other than the Lessor's, on not more than five percent (5%) of its fleet.

LOSS AND ABUSE OF TIRES

- If any tires are lost or stolen from buses or garages, or are damaged or destroyed by fire, collision, or accidents (other than cuts, bruises, etc., encountered in normal operation), RVTA will reimburse the Lessor for such tires by paying for any mileage remaining thereon at the rental rate then in effect for that tire plus a market casing value. The remaining mileage may be computed by ascertaining the higher of net average tire value for the last twelve-month period, or the minimum mileage for bonus qualification, if applicable, less the accumulated mileage on the damaged tire. Acceptable alternatives to this method of determination include proposing a buy-out rate per the remaining tire depth or proposing a specific tire mileage basis to compute remaining mileage.

If RVTA damages or abuses tires by partial or total destruction by means other than normal wear, including irregular wear, damage from brake heat, carelessness, curbing, running flat, improper use or application of tire chains, improper wheel alignment, improper adjustment of brakes, defective rims or defective wheels, or otherwise, Lessee will reimburse Lessor by paying for any mileage remaining on the tire at the rental rate then in effect for that tire plus a market casing value. The remaining mileage will be computed with the alternatives set forth above.

DESCRIPTION OF TRANSIT VEHICLES AND TIRE OPERATIONAL INFORMATION

- Following is a description of the Transit Vehicles presently in service operations. All buses have six (6) running wheels. The recorded mileage for the fleet is shown below.

RIVER VALLEY TRANSIT AUTHORITY FLEET							
<i>BUS</i>	<i>YEAR</i>	<i>PURCHASED</i>	<i>IN SERVICE DATE</i>	<i>CURRENT MILEAGE AS OF 6/28/25 UPDATE</i>	<i>MAKE</i>	<i>MODEL</i>	<i>TIRE SIZE</i>
1107	2008	2009	2/1/2009	495349	GILLIG	G27D102N4	315/80 R 225
1201	2011	2011	4/1/2011	401590	GILLIG	G30D102N4	315/80 R 225
1202	2011	2011	4/1/2011	374592	GILLIG	G30D102N4	315/80 R 225
1205	2012	2012	4/1/2012	438977	GILLIG	G30B102N4	315/80 R 225
1206	2012	2012	4/1/2012	376760	GILLIG	G30D102N4	315/80 R 225
1301	2012	2012	1/1/2013	358,128	GILLIG	G30D102N4	315/80 R 225
1302	2013	2013	1/1/2014	403,323	GILLIG	G27D102N4	315/80 R 225
1303	2013	2013	1/1/2014	448,852	GILLIG	G27B102N4	315/80 R 225
1304	2013	2013	1/1/2014	494,235	GILLIG	G27B102N4	315/80 R 225
1305	2016	2016	3/1/2017	366,505	GILLIG	G27B102N4	315/80 R 225
1306	2016	2016	3/1/2017	384,996	GILLIG	G27B102N4	315/80 R 225
1307	2017	2017	8/19/2017	284,486	GILLIG	G31B	315/80 R 225
1308	2017	2017	8/19/2017	346,304	GILLIG	G31B	315/80 R 225
1309	2017	2017	8/30/2017	268,404	GILLIG	G31D	315/80 R 225
1310	2017	2017	8/19/2017	280,873	GILLIG	G31D	315/80 R 225
1311	2018	2018	3/14/2018	280,473	GILLIG	G31B	315/80 R 225
1312	2018	2018	3/14/2018	249,672	GILLIG	G31B	315/80 R 225
1313	2018	2018	3/14/2018	304,795	GILLIG	G31B	315/80 R 225
1314	2018	2018	3/14/2018	337,377	GILLIG	G31B	315/80 R 225
1315	2018	2018	3/14/2018	277,514	GILLIG	G31D	315/80 R 225
1316	2018	2018	3/14/2018	243,330	GILLIG	G31D	315/80 R 225
1317	2018	2018	2/26/2018	239,651	GILLIG	G31D	315/80 R 225
1318	2018	2018	3/14/2018	247,876	GILLIG	G31D	315/80 R 225
1319	2019	2019	2/14/2020	205,515	GILLIG	G31B	315/80 R 225
1320	2019	2019	2/14/2020	207,424	GILLIG	G31B	315/80 R 225
1321	2019	2019	2/14/2020	186,304	GILLIG	G31D	315/80 R 225
1323	2022	2022	8/5/2022	120,452	GILLIG	G31B	315/80 R 225
1324	2022	2022	8/5/2022	113,741	GILLIG	G31D	315/80 R 225
1402	2021	2021	7/19/2021	121,287	GILLIG	G31E	275/70 R 225
1403	2021	2022	7/19/2021	126,701	GILLIG	G31E	275/70 R 225
1404	2022	2022	4/7/2022	88,010	GILLIG	G31E	275/70 R 225
1405	2022	2022	5/3/2022	76,865	GILLIG	G31E	275/70 R 225
ANNUAL FLEET MILEAGE FY24/25 832,865 MILES							

RVTA purchased three (3) new Gillig 35' Low Floor CNG buses with an expected delivery date of October 2025.

TIRE TYPE - Tires to be furnished shall be tubeless, load range J, 18 ply steel cord, city-transportation type, 55 mph rating presently used by City Transit Systems.

REMOVAL OF BUSES AND TIRES FROM SERVICE - During the term of the contract, RVTA may desire to dispose of, or permanently removed from service certain parts or all of the fleet. If this occurs RVTA will notify the Lessor of the retirement of vehicles with at least a thirty (30) day notice.

If RVTA does remove or dispose of certain vehicles equipped with Lessor's tires, such tires will be removed and used on other RVTA vehicles.

RVTA shall purchase the unused mileage in each leased tire and for any leased tires which remain in stock after such vehicles have been sold or disposed of which cannot be used on other vehicles in RVTA fleet. If RVTA shall use scrap tires for such purposes, RVTA agrees that the Lessor makes no warranties as to the condition or fitness of such tires for continued use and shall not file or assert against Lessor any claim, action, or cause of action for loss, liability, or damage arising out of such use of scrap tires. Tires that are removed from service due to the end of their useful life and have a zero dollar value as determined by the Lessor will be installed on vehicles that are disposed of by RVTA

NEWLY ACQUIRED BUSES - During the term of the contract, RVTA may purchase additional vehicles, adding to the fleet. To the extent the vehicle manufacturers will accommodate RVTA requests to deliver vehicles with the same model and serial numbered tires as defined by the bidder, RVTA will require installation of such tires. If the manufacture is going to accommodate the installation of these tires RVTA shall give the Lessor not less than a sixty (60) day written notification of tire quantities and tire delivery dates to the North American bus manufacturer or port of demarcation. The Lessor will be required to provide tires of the appropriate size and type for these vehicles in accordance with the contract. In the event the manufacturer of new vehicles cannot accommodate the model and serial number tires required under this lease agreement, the original tires will be replaced with tires of the appropriate size and type from the Lessor as soon as the original equipment manufacturer tires wear out.

RUN-OUT OPTION - The Lessor shall provide RVTA an option to continue using tires of the Lessor for up to 36 months in the event RVTA changes suppliers.

SERVICE PROVIDED -RVTA will make all wheel changes to and from vehicles. Lessee will keep on hand a sufficient number of unmounted spare tires and mounted spare tires for vehicles, so RVTA at all times will have a satisfactory stock of tires to ensure continuous operations of their buses. RVTA will mount and dismount tires from wheels in-house or through a qualified local service provider. Additionally, RVTA will keep tires inflated to conform to the approved standards of the Tire & Rim Association of America, Inc., keep suspensions in good condition, keep wheels aligned, keep brakes properly adjusted, and make all necessary tire repairs. Pull depths shall be 4/32nds for the steer axle and 2/32nds for the drive axle. The Lessor shall provide valve stems, valve stem caps, additional valve cores, balancing weights, balancing

ballast, adhesives, and patches available as ordered. Tires which are removed from service must be scrapped and removed from the property of RVTA'S location promptly and at the expense of the Lessor.

- Option for Servicing Tires. Lessor will keep on hand at RVTA a sufficient number of mounted tires with appurtenances for buses, so RVTA at all times will have a satisfactory stock of tires for continuous operations of its buses. The Lessor, or a qualified local service provider under contract to the Lessor, will mount and dismount the tires from the wheels and make all necessary tire repairs. RVTA will keep tires inflated to conform to the approved standards of the Tire & Rim Association of America, Inc., wheels aligned and brakes properly adjusted.

**BID FORM
BASE BID—GROUP #1**

The undersigned hereby agrees to furnish transit mileage tires with appurtenances, on a lease basis, in accordance with the specifications and conditions on file in the office of River Valley Transit Authority, which have been carefully examined and are attached hereto.

Tire Type	Radial	Radial
Tire Size	315/80R-22.5	275/70R-22.5
Year 1 Rate Per Tire Mile		
Year 2 Rate Per Tire Mile		
Year 3 Rate Per Tire Mile		
Optional Year 4 Rate Per Tire Mile		
Optional Year 5 Rate Per Tire Mile		
Bonus Credit Percentage		
Mileage Basis for Credit		

A bidder shall include its Monthly Service Charge on the table below:

	YEAR 1	YEAR 2	YEAR 3	Option YEAR 4	Option YEAR 5
Mount/Dismount/tire And stem replacement as needed.					
Flat Repair (includes demounting/mounting of tire and wheel)/tire					

This proposal shall remain in effect for sixty (60) days after the proposal opening.

Firm Name

Authorized Signature

Address

Print Name

Date

ATTACHMENT A

FTA and Commonwealth of Pennsylvania Third Party Contract Provisions

1. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES:
 - a. The Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
2. PROGRAM FRAUD AND FRAUDULENT STATEMENTS: The Contractor and its subcontractors acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. ¶3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R., Part 31, apply to its actions pertaining to this contract. The Contractor and its subcontractors certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor or its subcontractors to the extent the Federal Government deems appropriate.
3. AUDIT AND INSPECTION OF BOOKS AND RECORDS
 - a. Audit and Inspection. The Contractor shall permit the authorized representatives of RVTA, U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contract or relating to its performance and its subcontracts under this Contract from the date of the Contract and for three (3) years after completion or termination of the Contract. Any access to Contractor's records and reports pursuant to this section shall be upon thirty (30) days prior written notice, during normal business hours and at the sole cost and expense of the accessing party.
 - b. Record Retention. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that RVTA, the U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of each Subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes: (1) Purchase Orders not exceeding \$10,000; and (2) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.
4. NOTICE OF FEDERAL REQUIREMENTS: The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. Anything to the contrary herein notwithstanding, all

FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RVTA requests which would cause RVTA to be in violation of the FTA terms and conditions.

5. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. ¶ 2000e, and Federal transit laws at 49 U.S.C. ¶ 5332, the Contractor and its subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq. and any implementing requirements the FTA may issue. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Contractor and its subcontractors shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue, provided RVTA provides Lessor with no less than thirty (30) days written notice of such FTA implementing requirements so that Lessor will have time to implement such requirements.
6. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ¶ 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. ¶¶ 1681-1683, 1685-88, with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. ¶ 6102; Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. ¶¶ 623 and Federal transit law at 49 U.S.C. ¶ 5332; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. ¶ 12132; Federal transit law at 49 U.S.C. ¶ 5332; and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49, C.F.R. Part 21, and any implementing requirements FTA may issue, provided RVTA provides Lessor with no less than thirty (30) days written notice of such FTA implementing requirements so that Lessor will have time to implement such requirements.
7. TERMINATION:
 - A. Termination For Convenience: Either party may terminate this contract, in whole or in part, at any time by a thirty (30) day prior written notice to the other party. The Contractor shall be paid its costs, including contract close-out costs, and the contract price for work performed up to the time of termination along with the remaining value of tread on leased tires mounted on buses and in spare stock. The Contractor shall promptly submit its termination claim to RVTA to be paid the Contractor. If the Contractor has any property in its possession belonging to RVTA, the Contractor will account for the same, and dispose of it in a manner RVTA directs.
 - B. Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of

the contract, and in each case, the failure is material and remains unremedied thirty (30) days after written notice of such failure is received by Contractor, RVTA may terminate this contract for default. Termination shall be in effect by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract along with the remaining value of tread on leased tires mounted on buses and in spare stock.

If it is later determined by RVTA that the Contractor had an excusable reason for not performing, such as strike, fire, flood, acts of terrorism or events which are not the fault of or are beyond the reasonable control of the Contractor, RVTA, 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.

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

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

- If RVTA fails to make any payment due or to perform any obligation under the Contract, Contractor may, at its option and without waving or limiting any of its other rights or remedies under this Contract or at law, declare all of RVTA's indebtedness and obligations to Contractor to be immediately due and payable and may immediately terminate this Contract for default by Contractor, Contractor shall be paid its closeout costs including remaining value of tread on leased tires mounted on buses and in spare stock.

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

RVTA solicits and encourages participation by Disadvantaged Business Enterprises. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

The Contractor shall submit Certificate 5-1, "Disadvantaged Business Enterprise Certification", with its bid or proposal and the information requested on Certificate 5-3 if the Contractor and/or a subcontractor(s) is a Disadvantaged Business Enterprise.

9. FTA TERMS AND DEFINITIONS: The Contractor agrees that the definitions and terminology included in FTA Circular C.4220.1F (February 15, 2011) and the FTA Master Agreement shall be incorporated into the contract by reference.

10. DEBARRED AND SUSPENDED BIDDERS: The Contractor agrees to comply, and assures the compliance of its subcontractors or a participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. ¶ 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Contractor agrees to, and assures that its subcontractors for any lower tier participant will, review the “Excluded Parties Listing system at <http://epls.gov/> before entering into any contractual arrangement in connection with this Project. For any contract and subcontract exceeding \$25,000, the contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided. (See Certificate 6) The certification is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the contractor or subcontractors knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RVTA may pursue available remedies, including suspension and/or debarment. The contractor or subcontractors shall provide immediate written notice to RVTA if at any time the contractor or subcontractors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
11. RESOLUTION OF DISPUTES:
- A. Disputes - RVTA and Contractor intend to resolve all disputes under this Contract to the best of their abilities in an informal manner. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Contractor shall not be bound by any decision of RVTA nor shall Contractor be required to exhaust all administrative remedies before commencing litigation in a court of competent jurisdiction within the state in which RVTA is located. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under this Contract shall be heard by a court de novo and the court shall not be limited in such proceeding to the issue of whether RVTA acted in an arbitrary, capricious or grossly erroneous manner.
- Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Executive Director of RVTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by RVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage, but not later than the expiration of applicable limitations periods,
- D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RVTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a

court of competent jurisdiction within the Commonwealth of Pennsylvania.

- E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RVTA or its representative shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
12. PROTEST AND APPEAL PROCEDURES: These procedures are in compliance with FTA Circular 4220.1F (Rev. 3, February 15, 2011). If no protests are received, RVTA shall execute a contract with the bidder to whom the award was made.

Any party aggrieved by a solicitation or award of a contract may protest to RVTA's Executive Director, in writing, within seven (7) working days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest.

RVTA's Executive Director is authorized to settle and resolve any protest relating to the solicitation or contract award. In the absence of a settlement, the RVTA Executive Director shall respond to a written protest within seven (7) working days of its receipt. A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Executive Director the contract without delay is necessary to protect the substantial interests of RVTA. The decision of RVTA will be set forth in writing with reasons stated and shall be final and conclusive. Protests should be transmitted to: RVTA Executive Director, River Valley Transit Authority, 1500 West 3rd Street, Williamsport, PA 17701.

Within five (5) working days of the actual or constructive notice of the final decision rendered under RVTA's protest procedures, interested parties as defined by the FTA Circular may file a protest to appeal the decision of RVTA with the FTA Region III or Headquarters office. Likewise, an interested party must provide its appeal to the FTA Region III or Headquarters office within five (5) days of the date when the interested party has identified other grounds for appeal to the FTA. For example, other grounds for appeal include RVTA's failure to have or failure to comply with its protest procedures or failure to review the protest. The FTA will provide RVTA with a notice indicating the nature of the appeal.

When an award has been made, RVTA will furnish the protestor and FTA with a copy of RVTA's protest procedures and any supporting documentation within ten (10) working days of confirmation that a protest has been filed. When no award has been made, then all interested parties shall be notified and may respond to FTA. The protestor may submit to FTA any comments on RVTA's submission no later than ten (10) working days after the protestor's receipt of RVTA's submission.

After all materials have been submitted, FTA will review the protest received. The FTA's review of protests received will be limited to a grantee's failure to have or follow its protest procedures, its failure to review a complaint or protest or violations of Federal law or regulations. This is the only basis upon which the FTA will entertain and review protests by an interested party. Alleged violations of state or local law or regulations will be referred by the FTA to the state or local authority having proper jurisdiction.

Failure of a protestor to comply with the time limits stated in this section will result in dismissal of the

protest by RVTA.

13. LOBBYING: Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to the covered Federal actions as described by 31 U.S.C. 1352. For any contract and subcontract exceeding \$100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate. (See Certificate 4). Contractors and subcontractors who engage in lobbying activities are required to submit Standard Form—LLL (SF-LLL), “Disclosure of Lobbying Activities” in accordance with Section 1352 of Title 31, U.S. Code. SF-LLL to RVTA.
14. CLEAN AIR REQUIREMENTS: For all contracts and subcontracts in excess of \$100,000, the Contractor and its subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA’s “List of Violating Facilities”, refrain from using violating facilities and report each violation to RVTA and RVTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*
15. CLEAN WATER REQUIREMENTS: For all contracts and subcontracts in excess of \$100,000, the Contractor and its subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 1251 *et seq.* The Contractor and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA’s “List of Violating Facilities”, refrain from using violating facilities and report each violation to RVTA and RVTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*
16. FLY AMERICA: The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. ¶ 40118 (the “Fly America” Act), and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. ¶¶ 301-10.131 through 301-10.143.
17. ENVIRONMENTAL PROTECTION: The Contractor and its subcontractors agree to comply with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if

applicable), Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b).; U.S. Council on Environmental Quality regulations on compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date.

18. ENERGY CONSERVATION REQUIREMENTS: In the course of its performance of this tire procurement contract, Contractor agrees to recognize and comply with the applicable mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. ¶ 6321 et seq.
19. MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS: Should the Project cause or result in adverse environmental effects, the Contractor agrees to assist RVTA in taking all reasonable measures to minimize those adverse effects as required by 49 U.S.C. ¶ 5324(b), and other applicable Federal laws and regulations.
20. NOTICE OF FEDERAL PARTICIPATION: The Contractor agrees to specify the amount of federal assistance in any subcontract having an aggregate value of \$500,000 or more for goods and services, including construction services, and to express the amount of federal assistance as a percentage of the total cost of that subcontract.
21. PROHIBITED INTEREST: No member, officer, or employee of RVTA, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. RVTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
22. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS: No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising therefrom.
23. SEAT BELT USE. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U.S.C. ¶ 402, the Contractor and its subcontractors are encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-operated vehicles.
24. PROTECTION OF SENSITIVE SECURITY INFORMATION. The Contractor shall protect, and take measures to ensure its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520. In accordance with 49 U.S.C. Section 40119(b)(1), "sensitive security information" is information obtained or developed in the conduct of security activities, including research and development. The information, and records containing such information, that constitute "sensitive security information" is further defined in 49 CFR Part 15.5.
25. TRAFFICKING IN PERSONS. The Contractor, its subcontractors and the employees of the Contractor and its subcontractors that are participating in the Project that is the subject of this Contract and during the period this Contract is in effect may not engage in severe forms of trafficking in persons, procure a commercial sex act or use forced labor in the performance of the Contract. RVTA

may unilaterally terminate the Contract for the Project, without penalty to RVTA, if the Contractor, its subcontractors and the employees of the Contractor and its subcontractors are determined to have violated this prohibition. This provision implements the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. ¶ 7104(g) and U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.

26. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.
- a. Definitions. As used in this Special Provision:
- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
 - (2) "Text Messaging" means from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
- b. Safety. The Contractor is encouraged to:
- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
 - (a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles; or
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
 - (2) Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - (3) Include this Special Provision in its subagreements with its subcontractors and also encourage its subcontractors to comply with the terms of this Special Provision, and include this Special Provision in any subagreement they entered into for the Project.
27. BUY AMERICA: The Contractor agrees to comply with 49 U.S.C. ¶ 5323(j), with FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and with implementing guidance FTA may issue, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)© and 49 C.F.R. 661.11. A Buy America Certificate must be completed and submitted with a bid for any contract exceeding \$150,000 for the acquisition of goods or rolling stock and construction contracts. Bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. (Certificate 1-B1 is completed for projects including the procurement of steel, iron or manufactured products).

28. CARGO PREFERENCE: The Contractor and its subcontractors agree: a) to use privately owned United States-Flag Commercial Vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels; b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington DC 20590- and to the RVTA; and c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
29. RECYCLED PRODUCTS: To the extent practical and economically feasible, the Contractor agrees to provide a competitive preference for product and services that conserve natural resources and protect the environment and are energy efficient as provided for in Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 40.
30. ASSIGNABILITY CLAUSE. A public agency shall have the option of participating in any award made for the purchase of goods and services (hereinafter including vehicles, as a result of this solicitation at the same prices, terms and conditions. RVTA reserves the right to assign all or any portion of the goods and services awarded under this contract including option quantities. This assignment, should it occur, shall be agreed to by RVTA and the Contractor. Once assigned, the public agency will enter into its own contract and be solely responsible to the Contractor for obligations related to the goods and services assigned. RVTA's right of assignment will remain in force over the contract term as defined in the contract or until completion of the contract to include options, whichever occurs first. RVTA shall incur no financial responsibility in connection with the contract issued by the public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.
31. LABOR PROVISIONS - NON-CONSTRUCTION CONTRACTS GREATER THAN \$100,000.00: For all non-construction contracts with a total dollar value of \$100,000 or more, the following requirements shall be applicable to the Contractor or to any Subcontractors for the Project, except that the requirements of this subsection do not apply to a third party contract for the purchase of supplies, materials or articles ordinarily available on the open market:
- A) OVERTIME REQUIREMENTS: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B) VIOLATION: LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES: In the event of violation of the (1) Overtime Requirements, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Overtime Requirements, in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard work week of forty hours without payment of the required overtime wages.

- C) **WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES:** FTA or RVTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Prime Contractor or any other federally assisted contract subject to the “Contract Work Hours and Safety Standards Act”, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. ¶ 5.5.(b)(2)..
- D) **SUBCONTRACTS:** The Contractor or subcontractor shall insert in any subcontracts, the clauses set forth in Section 29, Labor Provisions - Non-Construction Contracts Greater Than \$2,500.00”, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance of any Subcontractor or lower tier Subcontractor.
- E) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. □ 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios wage rates prescribed in the applicable programs.

COMMONWEALTH OF PENNSYLVANIA SPECIFIC CONTRACT REQUIREMENTS:

- 32. **NON-COLLUSION STATEMENT:** The Antirigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Statement (Certificate 2) is included in each bid/proposal package and is required to be submitted by each bidder/proposer.
- 33. **COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE:** Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania’s Non-Discrimination/Sexual Harassment Clause (see Certificate #3).
- 34. **CONTRACTOR INTEGRITY.** Each bidder/proposer is requested to certify to its compliance with the Commonwealth of Pennsylvania’s Contractor Integrity clause (see Certificate #7)

CERTIFICATE 1

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

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

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

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

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

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

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

Signature: _____

Title: _____

Company Name: _____

Date: _____

or

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

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

Date: _____

Signature: _____

Title: _____

Company Name: _____

CERTIFICATE 2

**NON-COLLUSION STATEMENT
RIVER VALLEY TRANSIT
1500 W 3RD STREET
WILLIAMSPORT, PA 17701**

TO: RVTA, Williamsport, Pennsylvania

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

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

Company Name _____

Address _____

Signature _____

Printed Name _____

Title _____

Date _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

Individual Partnership Corporation

(Seal)

CERTIFICATE 3

COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.
- f. The contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- g. The River Valley Transit Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the River Valley Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.

DATE

FIRM NAME

BY:

SIGNATURE

TITLE

CERTIFICATE 4

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(Applies to contracts/subcontracts with a contract sum of \$100,000 and over.)

CERTIFICATE 5 - 1

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

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

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

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

_____ DATE

_____ SIGNATURE

_____ TITLE

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

Additional information is provided in Paragraph #8.

CERTIFICATE 5 - 2
Affidavit of Disadvantaged Business Enterprise

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

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

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

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

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

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

AFFIANT: _____

DATE: _____

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

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

(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

CERTIFICATE 6

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

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

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

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) 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. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title of Authorized Official

Date

CERTIFICATE 7

CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the River Valley Transit Authority (“RVTA”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the RVTA procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania (“Commonwealth”) and/or RVTA.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any RVTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other applicable state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a RVTA or Commonwealth official or employee or to any other person at the direction or request of any RVTA or Commonwealth official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a RVTA 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 RVTA or the Commonwealth.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of RVTA or the Commonwealth.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to RVTA in writing at the time of bid or proposal submission and RVTA consents to the Contractor’s financial interest prior to RVTA execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of RVTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor’s internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law

regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that RVTA may, in its sole discretion, terminate the contract for cause upon such notification or when RVTA otherwise learns that RVTA has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the RVTA contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Office of State Inspector General in its investigation of any alleged RVTA 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 Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, RVTA (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 RVTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those RVTA and the Commonwealth or RVTA may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or RVTA.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or RVTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, RVTA shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this agreement with RVTA, including those directors, officers, partners, managers and owners having more than five

percent (5%) interest in the Contractor.

d. "Financial Interest" means:

- (1) Ownership of more than five (5%) percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

f. "Immediate family" means a spouse and any unemancipated child.

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

CONTRACTOR: _____

BY: _____

Signature

Print Name

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)