

TRANSIT BUS FLEET TIRE LEASE

IFB #24-01-001

Date Issued: Friday January 12, 2024

Proposal Due: Friday February 2, 2024 @ 12:00pm EST



Luzerne
County
Transportation
Authority

LUZERNE COUNTY TRANSPORTATION AUTHORITY

LCTA

315 NORTHAMPTON ST, KINGSTON PA 18704

(PHONE) 570-288-9356 (FAX) 570-288-7327

www.lctabus.com

LUZERNE COUNTY TRANSPORTATION AUTHORITY | TRANSIT BUS FLEET TIRE LEASE

NOTICE TO PROPOSERS
INVITATION FOR BID (IFB)
IFB #24-01-001

TRANSIT BUS FLEET TIRE LEASE

NOTICE IS HEREBY GIVEN, pursuant to the Municipal Authorities Act of 1945, that the Luzerne County Transportation Authority is accepting bids from tire manufacturers for the leasing of transit tires for the Authority's bus fleet of Gillig Phantom, Low-Floors, Hybrid buses and Chance Trolley.

The scope of this Invitation for Bid (IFB) is for the leasing of transit tires (60 month) for the Authority's bus fleet located at LCTA 315 Northampton St, Kingston, PA. 18704.

Copies of the Request for Proposals may be obtained from the LCTA website (www.lctabus.com) or by contacting Kristene Sciandra, Procurement Manager at ksciandra@lctabus.com. Email correspondence is preferred to ensure all queries are properly documented and responded to.

When requesting a copy of the IFB, leave your full name, company name, mailing address, email address, and telephone number (with area code).

Proposals (one [1] original and three [3] copies) will be received by the Luzerne County Transportation Authority 315 Northampton St, Kingston, PA 18704, until:

February 2, 2024 – 12:00 PM

(Public Bid Opening to follow @ 1:00pm)

Proposals should be submitted on the forms provided, including all Attachments and Appendices. Please mark the envelope in which the proposal is submitted "Luzerne County Transportation Authority TRANSIT BUS FLEET TIRE LEASE" IFB 24-01-001.

As per the specifications on file with and available from:

Kristene Sciandra
Luzerne County Transportation Authority
315 Northampton Street
Kingston, PA, 18704 (570) 288-9356 x226
ksciandra@lctabus.com

All proposals shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between the Luzerne County Transportation Authority and the Federal Transit Administration, the U. S. Department of Transportation, and in compliance with all applicable Equal Employment Opportunity laws and regulations.

This Authority solicits and encourages Disadvantaged Business Enterprise participation. DBE's will be afforded full consideration of their responses and will not be subject to discrimination. Proposers will be required to comply with the Luzerne County Transportation Authority DBE Program goal requirement where applicable. A copy of the DBE Program can be found at the following link:

<https://www.lctabus.com/about/dbe/> Luzerne County Transportation Authority reserves the right to postpone, accept, or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Any person on the list of ineligible contractors for federally assisted projects is not an eligible proposer.

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I. INTRODUCTION

Luzerne County Transportation Authority Mission Statement:

The Luzerne County Transportation Authority (LCTA), through the operation of fixed route and shared ride divisions, seeks to provide high quality affordable public transportation services that are safe, reliable, useful, accessible and efficient. To this end, members of the Board of Directors and all employees shall conduct themselves in a professional manner; work to ensure the safety and security of passengers; seek new opportunities to improve and/or expand services; and coordinate public transit services with other agencies, organizations, and transit providers.

1.1 GENERAL

The Luzerne County Transportation Authority (LCTA), provides a network of 40 mass transportation buses that provide service throughout the Greater Wyoming Valley urbanized areas to nearly 1.2 million passengers annually. LCTA also assists persons with disabilities in fulfilling their transportation needs through their Shared Ride/ Para-Transit division.

The Luzerne County Transportation Authority (LCTA), through the operation of fixed route and shared ride divisions, seeks to provide high quality affordable public transportation services that are safe, reliable, useful, accessible and efficient. LCTA currently provides the Wilkes-Barre urbanized area with scheduled mass transportation bus service on routes serving 31 municipalities within the urbanized area, so that approximately 88% of the population resides within one-quarter of a mile of a bus route. The Luzerne County Transportation Authority also assists persons with disabilities in fulfilling their transportation needs and to meet requirements of the Americans with Disabilities Act of 1990. This special Transportation Efforts Program (S.T.E.P) is available in the General Service Area of the Luzerne County Transportation Authority. This program permits approved disabled persons to ride on vans operated by the Luzerne County Transportation Authority.

Please visit LCTA website for additional information at: www.lctabus.com

1.2 OVERVIEW

Luzerne County Transportation Authority (LCTA) intends to award a Contract to the successful Proposers for the leasing of transit type tires for the Authority's bus fleet. Refer to Section III of this Proposal for an expanded description of the Scope.

This Invitation for Bid (IFB) is for the leasing of transit tires (60 month) for the Authority's bus fleet located at LCTA 315 Northampton St, Kingston, PA. 18704.

Proposers shall submit cost information as detailed in attached Cost Forms. **(SEE ATTACHMENT V)**

These instructions provide detailed legal and technical requirements for the acquisition of these services. Section IV, APPENDIX A, provides a more detailed description of the legal requirements.

1.3 SOLICITATION SCHEDULE

The following estimated time line should be used as a working guide for planning purposes. LCTA reserves the right to adjust the schedule as required during the course of the solicitation process. LCTA will make good faith efforts to notify potential Proposers of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the Proposers. Any changes to the proposed schedule will be listed on our Web site, www.lctabus.com.

Addenda Request Submittal Deadline	Friday, January 19, 2024 @ 12:00pmEST
Question/Clarification Submittal Deadline	Friday, January 26, 2024 @ 12:00pmEST
Proposal Submittal Deadline	Friday, February 2, 2024 @ 12:00pmEST (Public Bid Opening to follow @ 1:00pm)
Award & Presentation/Interviews (if applicable)	Wednesday, February 7, 2024 @ 9:00am EST

Any matters concerning this procurement will be addressed directly to Kristene Sciandra, Procurement Manager, LCTA, 315 Northampton Street, Kingston, Pennsylvania 18704, in writing or ksciandra@lctabus.com. Email correspondence is preferred to ensure all queries are properly documented and responded to. If additional information or clarification is required from a Proposer, they will be contacted directly. Each Proposer will be advised in writing of any award recommendations.

Technical / Specification Information - All technical and specifications inquiries should be directed to: Vince Coviello, Director of Maintenance (vcoviello@lctabus.com) Cc. Kristene Sciandra (ksciandra@lctabus.com)

1.4 COST INCURRED BY PROPOSERS

The LCTA is not liable for any costs incurred by prospective Proposers in the preparation of submitting a Proposal in response to this Proposal, in presentation of the Proposal or any other activities related to responding to this Proposal.

1.5 EVALUATION OF PROPOSALS (Responsive and Responsible)

The Procurement Manager & Maintenance Director will examine bids to eliminate those which are determined non-responsive to the stated requirements and make a recommendation to award the contract based on lowest cost, qualifications, responsiveness, understanding and acceptance of IFB terms & conditions.

Should interviews or presentations become necessary, LCTA will contact the recommended company to schedule a date and time.

1.5 EVALUATION

Proposals received will be evaluated based on the following factors.

- Does the Proposer possess the ability, capacity, skill, and financial resources to provide the services?
- Can the Proposer take upon itself the responsibilities set forth in the IFB (and proposal contract) and produce the required outcome in a timely manner?
- Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it otherwise demonstrated its capability to perform the contract LCTA seeks to establish through this IFB?
- Will the Proposer perform the work at a fair and reasonable cost to LCTA?

1.6 CONTRACT AWARD

A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, value added services and life cycle costs shall be considered in determining which bid is lowest

1.7 PROPOSAL ACCEPTED

Each Proposer submits their Proposal with the understanding that the acceptance in writing by the Agencies of the offer to furnish the services requested shall constitute a contract between the Proposers and the Agencies, which shall bind the Proposers to furnish the services at the rates quoted, and in accordance with conditions and requirements of the Agencies. A formal contract and/or purchase order will be signed between the Agencies and the successful Proposers.

Each proposer submits their responses with the understanding that nothing in this solicitation shall be construed to require the LCTA to award a contract.

Waiver: Proposer must indicate that the company is prepared to enter into a contract with LCTA in accordance with the terms and conditions set forth in this solicitation, any addenda, and proposed contract. Proposal shall be valid for a minimum period of one hundred and twenty days (120) from the date of the opening of proposals

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with this project, the LCTA has not currently established a specific goal for Disadvantaged Business Enterprise (DBE) participation. Proposers are required to make good faith effort to cooperate with LCTA in meeting its commitments and goal of 4.65% percent for goods and services for the fiscal year(s) 2024-2026. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the proposal and selection of any subcontractor(s) to ensure that the process is nondiscriminatory. To be considered a certified DBE the organization must be registered with the Pennsylvania Uniform Certification Program (PA UCP).

Utilize the following website for a comprehensive list of the certified DBE's: <https://www.paucp.com>

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II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a Proposal is in doubt as to the true meaning of any part of the Scope of Work, other Proposal documents, finds discrepancies in or omissions from the specifications; may submit to the Procurement Department, a written request for an interpretation or correction, no later than, 12:00 p.m. Eastern Standard Time (EST), January 19, 2024. **Only written requests will be accepted.** E-mailed questions to the Procurement Department are acceptable. The person submitting the request will be responsible for its prompt delivery and verification of delivery.

The request must be fully supported with detailed information and reference to a section of the Proposal, if applicable, to assist LCTA in determining whether the request is or is not valid. Any corrections or changes to this Proposal will be distributed to recipients who submitted the "Addenda Request" at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any Proposers.**

2.2 DELIVERY OF PROPOSALS

The Proposers must submit (1) Original, (3) Additional Copies, of your Proposal including **ALL** required forms by 12:00 p.m., Eastern Standard Time (EST), Friday, February 2, 2024 to the following address:

Kristene Sciandra
Luzerne County Transportation Authority
315 Northampton Street, Kingston, PA, 18704
"Transit Bus Fleet Tire Lease IFB 24-01-001".

The sealed envelope, box, or appropriate package must be clearly marked with "**Transit Bus Fleet Tire Lease IFB 24-01-001**" and "**DO NOT OPEN WITH REGULAR MAIL.**" LCTA will not consider Proposals received after the deadline. **All Proposals will be logged, by a Procurement Staff member, with the date and time of receipt.**

Proposers are solely responsible for delivery of their Proposal on time. Proposers who rely on overnight delivery services, local couriers, or other delivery services remain solely responsible for timely delivery of the Proposal and assume all risk of late delivery or no delivery.

****NOTE: BIDS WILL BE OPENED PUBLICLY FRIDAY FEBRUARY 2nd @ 1:00 P.M.****

2.3 PRE-CONFERENCE MEETING (NON-MANDATORY)

LCTA's Procurement Department will not host a Pre-Conference meeting for this solicitation.

2.4 PROPOSAL WITHDRAWAL

Proposers will be given permission to withdraw their Proposal after it has been delivered to LCTA provided Proposers makes their request by e-mail, on organizations letterhead, twenty-four (24) hours prior to the Proposal due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the Proposers and must reach the office of Kristene Sciandra not later than one (1) hour prior to the time fixed for submission of Proposals. Proposals which are timely withdrawn shall be returned to the Proposers unopened, at Proposers expense.

2.5 UNACCEPTABLE PROPOSAL

LCTA will not accept Proposals or award any contract to any person, firm or corporation that is in arrears or is in default to LCTA upon any debt or contract, has defaulted on surety or other obligation or has failed to perform faithfully any previous contract for LCTA reserves the right to request sub-contractor changes to any contract.

2.6 REJECTION OR ACCEPTANCE OF PROPOSAL

The Executive Director or designee reserves the right to accept or reject any or all or any part of any Proposals. Any Proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the Proposal. If there is, a discrepancy between the price written and the price listed in figures LCTA acknowledge that the price written is the correct price.

It is the intent of LCTA, if accepting any alternates, to accept them in the order in which they are listed in the Proposal Form. Determination of the Lower Proposers shall be on the basis of the sum of the Base Proposal on the alternates accepted. However, LCTA shall reserve the right to accept alternates in any order which does not affect determination of the Lower Proposers.

LCTA reserves the right to cancel this solicitation in writing or postpone, or extend the date and time for submitting Proposals at any time. LCTA reserves the right to reject any or all Proposals, to waive any or all informalities or irregularities in the Proposals received, to investigate the qualifications and experience of any Proposers, to reject any provisions in any Proposal, to modify Proposal contents, to obtain new Proposals, to negotiate the requested services and contract terms with any Proposers. If applicable, LCTA reserves the right to award the Proposal requested goods & services in full, in part and/or a single item to one or more Proposers. LCTA will determine the most responsive Proposers whose Proposal is most advantageous.

The submission of a Proposal shall constitute an acknowledgment that the Proposers has thoroughly examined and is familiar with the Proposal, including the Scope of Work, the addenda if any, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services requested.

Proposals must indicate that the firm is prepared to enter into a contract and/or purchase order with LCTA in accordance with the terms and conditions set forth in this solicitation, any addenda,

and proposed contract. Proposals shall be valid for a minimum period of one hundred and twenty days (120) from the proposed closing date for acceptance by LCTA.

2.7 PUBLIC RECORDS/CONFIDENTIALITY

The Proposals received become the exclusive property of LCTA. When a contract award is approved by LCTA, all Proposals submitted in response to this Proposal shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, LCTA may be required to disclose such records or portions thereof, including without limitation those so marked. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be found to be technically unacceptable.

2.8 FORMS PROVIDED

Proposers must submit their Proposals on the forms provided or copies thereof. The Proposer or an authorized representative of the firm must sign the Proposal. Any erasures, corrections or other changes appearing on the Proposal form must be initialed and dated by the person signing the form.

END SECTION II

III. SCOPE OF WORK, PROPOSAL FORMAT & GENERAL TERMS AND CONDITIONS

A. SCOPE OF WORK

NOTICE IS HEREBY GIVEN, pursuant to the Municipal Authorities Act of 1945, that the Luzerne County Transportation Authority is accepting bids from tire manufacturers for the leasing of transit tires for the Authority's bus fleet of Gillig Phantom, Low-Floors, Hybrid buses and Chance Trolley.

The Luzerne County Transportation Authority (LCTA) is requesting proposals from qualified suppliers to furnish the Authority tires for use on its fleet of transit buses. The tires shall be provided in sufficient quantities to keep all buses fully equipped and to provide a reserve supply to be mounted on rims and kept at LCTA' garage, 315 Northampton St, Kingston, PA 18074. It is LCTA' intent to award a five-year agreement.

All proposals and related documents will be subject to the financial assistance contract between the Federal Transit Administration (FTA), the Pennsylvania Department of Transportation (PennDOT), and Luzerne County. LCTA will not discriminate against any proposer because of race, color, religion, sex, or national origin. Any firm or person who enters into a contract with LCTA must agree to comply with any and all FTA and Commonwealth of PA laws regarding the prohibition of discrimination. All proposers, by submitting a proposal, shall accept the affirmative duty to ascertain and comply with such laws.

REQUEST FOR BIDS

The Luzerne County Transportation Authority hereinafter called the Authority, request Bids from tire manufacturers for the leasing of transit fleet tires under the following information for Bidders.

The requirements and conditions set forth herein shall be considered an essential part of the specifications, and bids.

1. Bids are requested for the leasing of transit type tires for the Authority's bus fleet. Bids submitted shall be quoted at an adjustable rate for the term of the contract. Adjustable rate may be changed once annually on March 1, based on the fixed annual rate originally quoted for the respective contract year.
2. Bids shall be submitted in sealed envelopes marked "RFB on Transit Tire Leasing – Bid Request No. 24-01-001" by 12:00 P.M. Wednesday, February 2, 2024 with opening at 1:00 P.M. Proposals shall be transmitted to the Procurement Manager, Kristene Sciandra, Luzerne County Transportation Authority, 315 Northampton Street, Kingston PA 18704. Any Bid received after that time will not be considered and will be returned to the Bidder unopened. Any changes or any requests for changes in the specifications will not be recognized after sealed Bids are submitted.
3. The Authority reserves the right to reject any or all Bids for the leasing of tires on such basis as the Authority deems to be in its best interest to do so. In determining the successful Bidder, consideration will be given to the price, financial responsibility of the Bidder, responsiveness to the specifications, and the suitability of the type of tire that the Bidder can provide.
4. All prices quoted in this Bid shall be submitted on the prescribed Bid Sheet. It is the intention of these specifications to provide and require a complete tire leasing program for transit vehicles owned by the Authority. The Bidder will not be allowed to take advantage of any errors or omissions given to the Bidder inadvertently.
5. The terms of payment for tire leasing shall be on a monthly basis, based on print-outs of mileage submitted by the Authority, by the 10th of the month following the period covered. Proper payment shall be submitted by the Authority within 30 days after receipt of a billing from the Bidder.

6. The Authority is exempt from the payment of all Federal Excise Taxes and State Sales Taxes, therefore, such taxes must not be included in the Bid price. Necessary exemption certificates shall be furnished to the successful Bidder when required. NOTE: If an exemption certificate is not available for New Tire Fee, if applicable, the Authority will pay the fee.
7. All Bidders must expressly warrant that the tire product furnished will conform to the final approved specifications and to such drawings, samples or other descriptions furnished to the Authority by the Bidder. The Bidders must also expressly warrant that their products will be of good material and workmanship, free from all defects in material and workmanship under normal use and service.
8. The Authority is prepared to enter into a Contract with the successful Bidder effective March 1, 2024.
9. In case the delivery of the tires under this Contract shall be necessarily delayed because of strike, injunctions, government controls, or by reason of any cause or circumstances beyond the reasonable control of the Bidders, the time of completion of delivery shall be extended by a number of days to be mutually agreed by the Authority and the Bidder.
10. The successful Bidder must agree to save, keep, bear harmless and fully indemnify the Authority 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 by the Authority, or by any of its officers or agents, of the new tires supplied under this Contract, arising from Bids submitted and of which the Bidders are not lawfully entitled to sell, provided the Authority gives the Bidders prompt notice in writing of any suit and all information necessary to defend the same.

The successful Bidder must also, to the extent the successful Bidder is negligent, save and indemnify the Authority harmless from all expenses and losses arising from third-party claims for bodily injury, death or tangible property damage including, but not limited to, the payment or satisfaction of any resulting award or judgment and the payment of all reasonable legal fees and expenses including counsel fees incurred on account of injury or damage caused by product or workmanship supplied under this contract or in any of the parts thereof to the extent arising from such Bidder's negligence or breach provided the Authority gives the Bidder prompt notice in writing of any suit and all information necessary to defend the same.

If the product description conflicts with the approved specifications, an attachment must accompany the Bid identifying all areas where the description is in conflict and a statement of what will be provided to meet the specification requirements. The Authority does not obligate itself to accept any bid unless such bid conforms to the bid specifications as determined by the Authority.

11. **BIDDING PROCEDURES**

- A. Conditional Bids are those which state exception to the specifications and will be considered nonresponsive and will be rejected.
- B. Bids must be submitted on the proposal form provided.
Bids submitted in any other form will be considered non-responsive and will be rejected.
- C. All bids must remain in effect for sixty (60) days from the date of the bid opening.

12. **To the extent applicable** to contractor's performance of this Contract the following clauses are part of these specifications and shall be included in any contract or related subcontracts. Please see "Appendix A" for additional information.

- A. Nondiscrimination - In connection with the execution of a contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. ~~The contractor shall~~ take affirmative actions to insure that minority applicants are employed, and that employees are treated during their employment without regard to their race, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. **DISADVANTAGED BUSINESS ENTERPRISE**

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises (minority and women-owned businesses), as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(2) DBE Obligations: The Lessor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Lessor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Lessor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

C. Prohibited Interest - No member, officer or employee of the Authority during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. Interest of Members of Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. LCTA advises the bidder may submit the Company's standard tire lease agreement as part of contract.

F. LCTA confirms the contract between the awarded bidder and the Authority shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation and the response to the solicitation. The contract will include and be consistent with, the specifications and provisions stated in this solicitation, provided that the terms and conditions of such resulting contract shall control over any inconsistent terms set forth herein. LCTA confirms the use or exchange of any document including delivery receipts, purchase orders, order acknowledgments or other documentation from time to time in connection with the ordering or supply of goods shall be deemed to be only for the administrative convenience of the parties and the terms and conditions of this contract shall supersede and take precedence over any inconsistent, different, or additional terms and conditions printed on the front or reverse side of such documents, whether or not such documents refer to this Contract. Under no circumstances shall any term or condition contained in any such document that is inconsistent with, different from or additional to any term or condition in this Contract become part of this Contract or otherwise become binding on Contractor.

G. Purchase Order will not be required.

13. Warranty Provisions - Bidder shall state in detail the warranty provisions offered in addition to those mandated in Paragraph 7, Page 2.

LUZERNE COUNTY TRANSPORTATION AUTHORITY

SPECIFICATIONS FOR LEASE OF TRANSIT TIRES

1. The Contract shall be for a five (5) year period beginning March 1, 2024 and ending February 28, 2029.

2. BUS FLEET TIRE REQUIREMENTS (PLEASES SEE ATTACHMENT II)

A.

NUMBER OF VEHICLES	MODEL TYPE	TIRE DESCRIPTION	TOTAL ANNUAL VEHICLE MILEAGE
40	(33) Gillig CNG's 35ft (7) Gillig Low floor 35ft	12R x 22.5 OR 16 Ply Radial	1,108,000

B. Should LCTA decide to replace the current type tires with that of another design or construction type supplied by the lessor, or should buses procured during this contract require tires of another size or type supplied by lessor, rate adjustments will be mutually agreed upon with the lessor

3. GENERAL SPECIFICATIONS

- A. Tire sizes shall be 12R-22.5 16 ply radial; 55 MPH "Mileage" type for the Gillig CNG's
- B. Models; 12R-22.5 16 ply radial; 55 MPH "Mileage" type for the Gillig Low Floor's 35 ft. Low-Floor

4. DEFINITIONS

- A. "Coaches" means all rubber-tired vehicles of seven or more passenger carrying capacity carrying passengers for hire owned or operated by the Authority at any time during the term hereof at or in the vicinity of Luzerne County, Pennsylvania.
- B. "Tires" means a special mileage commercial 16 ply radial tire used in city and suburban transit service.
- C. "Coach Mile" means the number of miles each coach actually operates in regularly scheduled service, and including run on and run off mileage.
- D. "Mileage Remaining" means the mileage which is to be determined by prorating the percentage of tread rubber remaining multiplied by the Contract fixed cost per :32nds.

5. PREVIOUS TIRE RUN-OUT

LCTA has executed a tire run-out option with its present lessor. Under said options, LCTA will continue to use tires in its possession on March 1, 2024 until such time those tires are rendered unfit for further service.

6. RUN- OUT CLAUSE

Bidders shall provide a "Run-Out" clause of 36 months for the purpose of wearing out all remaining stock on property at the expiration of this agreement which is non-renewable. Standard bidders form containing Run-Out Clause can be included in bid proposal.

7. TIRE EQUIPMENT AND TESTING

Bidder shall furnish and Authority shall use agreed upon tires on all its coaches, provided Authority may have the privilege installing tires of other makes or design for test purposes at any time of the contract on not more than five transit vehicles or 5% of fleet whichever is greater. LCTA confirms that no liability of any kind shall pass to Contractor for test tires leased or purchased from other manufacturer. A record of the coach equipment comprising the Authority's fleet as of the date of this Request for Bids is attached hereto marked "Attachment III".

8. USE, CARE AND STORAGE OF TIRES

A. The Authority agrees that it will provide a safe and suitable place in an enclosed building for the storage of spare tires and tires unfit for further service so that such tires shall not be subject to damage by the elements. The Authority will exercise ordinary care in the use of all tires furnished hereunder. The value of tires for the purpose of determining the amount of any damage or loss under this paragraph shall be prorated by determining the percentage of tread rubber remaining multiplied by the following cost per 32nds.

Usable 32nds would equal new tire tread less 2/32nds DOT legal requirement.

CONTRACT FIXED COST PER 32ND

<u>Tire Size</u>	<u>Original Cost/32nd</u>	<u>Usable 32nds</u>
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B. DAMAGED / LOST TIRES

Tires which are damaged beyond repair by an accident, fire, vandalism, abuse, lost or stolen (attributed to the Authority's negligence) shall be paid for by paying the remaining mileage thereon determined by multiplying the number of 32nds of an inch of rubber remaining by the applicable cost per 32nd. When a tire is not available for inspection reimbursement shall not be in excess of fifty percent 50% of the current value of a similar tire, unless Contractor can provide an auditable accounting of the tire's accurate mileage just prior to the loss. All related damage charges must be confirmed and approved by the LCTA Maintenance Director.

9. RENTAL RATE

The base rental rate can be readjusted during the life of any agreement resulting from this proposal if laws, governmental regulations, or other causes determined to be beyond the reasonable control of the Bidder require any change in materials or methods used in the manufacture of its tires which result in reducing the mileage available from the tires furnished hereunder. In the event of any increase in the rental rate, the Authority shall have the option to terminate the contract. Bidder will be allowed to set their own base mileage average.

10. A. LEASED VEHICLES

The Authority represents and warrants that it outright owns all vehicles referenced in the Specifications. If, during the term of this Agreement, including any and all addenda, the Authority acquires the right to operate

any vehicles not owned by it by entering into a rental or other form of agreement with the owner of such vehicles ("Leased Vehicles"), the Authority agrees to the following; a) Notify Contractor of such an Agreement; b) All Leased Vehicles will be furnished to the Authority less tires in order that said vehicles be equipped with Contractor tires. These tires shall be subject to the terms of this Agreement; and c) Obtain from the owner of such vehicles, acknowledgment to Contractor's Ownership and right to possession of all tires supplied under this Agreement, and waives any and all rights to said tires. Should the Authority terminate or otherwise lose possession of any of the Leased Vehicles equipped with Contractor tires, the Authority shall pay for each tire(including spares) as set forth in the Contract.

B. ADDITIONAL COACHES

If, during the term hereof, Authority purchases any new coaches it shall request the Bidder to provide specified tires to any North American bus manufacturer for the newly acquired coaches. The Authority shall give Lessor not less than a sixty (60) day written Notification of tire quantities and delivery dates. A separate rate shall be negotiated for any other make/model vehicles or different size and/or construction type of tire not shown in specifications, which

are placed in service during the term of the Contract.

If such vehicles equipped with supplier's tires are driven overland during delivery, Supplier shall receive payment at the usage rate specified in accordance with the terms of this Agreement. Any tires lost, stolen or damaged while in the possession of the bus manufacturer, dealer or seller, or while the bus is being delivered shall be paid for by the Authority on the basis set forth in Article 8 of Specifications.

11. REMOVAL OF COACHES FROM SERVICE

If Authority desires to dispose of or remove from service, or renders inactive through discontinuance of the use of certain parts of its fleet or equipment, it shall give Bidder at least thirty (30) days written notice to that effect. If the tires on such coaches to be disposed of or to be removed from service or rendered inactive can be used on other coaches in the fleet, Authority shall either transfer them to coaches still in service to complete their service or will purchase such tires by paying for any mileage remaining thereon at the rental rate then in effect and at the cost per 32nd identified in Article 8, Use, Care and Storage of Tires.

12. POSSESSION AND CANCELLATION

Should the Authority breach the terms of this Agreement through nonpayment, nonpayment on total amount due at termination, impaired credit standing, assignment for the benefit of creditors, failure to report miles operated or erroneous reporting of miles run, or is placed in receivership or adjudicated bankrupt, then, under any of the above conditions, supplier shall have the right, at its option, without prejudice to any other rights and remedies, to immediately terminate this agreement by giving written notice to Authority that effect and declare all of Authority's indebtedness and obligations to Contractor to be immediately due and payable and stop shipping tires, take possession of inventory whether or not the inventory is applied on vehicles, without being deemed guilty of trespass, and bill the Authority for all costs of removing tires, and/or terminate this Agreement as noted below.

Should supplier exercise any of these options, Supplier shall be relieved from any further obligation under this Agreement; however, this shall not relieve the Authority from the obligation to pay for the use of the tires.

Failure on the part of Supplier to exercise any or all of the above options upon the Authority's default shall not constitute a waiver by Supplier of its right to exercise any or all of the above options upon any subsequent default by the Authority.

13. CONTINGENCIES

Supplier shall be excused from deliveries or delay in deliveries if

such failure to deliver or delay shall be caused by war, acts of terrorism, strikes, lockouts, fires, interruptions of transportation facilities, accidents, inability to obtain merchandise, shortage of energy source or raw material, or other similar causes beyond Supplier's reasonable control. This Agreement is subject to applicable restrictions imposed by any Federal agency or by any other governmental authority.

14. RECORD KEEPING

All tires will be delivered F.O.B. facility with a group brand or unique and individual tire brand number clearly legible on both sides. The Lessee will furnish the Contractor, by the tenth (10th) of each month, a list of all buses operated during the previous month, the mileage of each bus, tire change information and the number of Contractor's tires on each bus. LCTA will not be responsible for tracking tires. LCTA shall not be required to provide information on individual tires (mileage, position on the vehicle or any other data).

15. TITLE TO TIRES AND LIENS ON BUSES

Title to all tires and equipment furnished hereunder shall be and remain at all times in the possession of the Bidder. Authority will protect and hold Bidder harmless against any claim or interest in Bidder's tires made by any holder of a lien on any buses on which Authority uses or may use Bidder's tires. Authority agrees to keep bidder advised concerning any of such liens and will give Bidder any details thereof which Bidder may request.

16. PAYMENTS

Authority shall, on or about the tenth day of each month, render a correct statement to bidder of all mileage accruing on each coach during the previous month. Payment will be made no later than thirty days subsequent to the end of the remittance period. The Authority will calculate actual mileage operated through trip records and/or hub odometer readings as a basis of determining the mileage each coach has operated and provide the Bidder with a data processing print out of the mileage computation per coach.

17. SERVICE

The Bidder agrees to supply all equipment and materials including new tire machine (Coats Hit 6000 or equal) capable of mounting and demounting 22.5 tires from rims/wheels, a tire cage necessary to inflate tires and repair materials needed. Costs of service equipment shall be part of the tire rate. The Authority agrees to make all wheel changes to and from coaches and to maintain tires inflated at an air pressure conforming to the approved standards of the Tire & Rim Association of America, Inc. The Authority will not regroove or accept regrooved tires.

The Authority further agrees to maintain wheels in proper alignment and keep brakes properly adjusted and to furnish air lines to properly inflate tires to recommended pressures. The Authority also agrees to provide a reasonable number of spare rims or wheels so that the Authority may maintain a sufficient number of mounted spare tires for coaches in order that the Authority at all times may have an adequate stock of tires to insure continuous operation of its

coaches.

Tires which fail in service due to defects in material and/or workmanship, or tires which are damaged in shipment will be the responsibility of the supplier. All Supplier's leased tires determined by Supplier to be permanently unfit for further service shall be promptly returned by the Authority to Supplier for disposal/disposition.

Notwithstanding anything to the contrary set forth herein, any and all tire service equipment supplied by or on behalf of Contractor shall be supplied "as is" and without warranties of any kind, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The Authority shall defend, indemnify and hold harmless Contractor, its affiliates and each of their officers, directors, employees, representatives, agents and insurers from, against and in respect of all damages, liabilities, losses, expenses (including reasonable attorney's fees) claims, actions, causes of action, proceedings, judgments, orders, rulings, decrees and settlements arising directly or indirectly from or in connection with the use or possession by or on behalf of Lessee of tire service equipment supplied by or on behalf of Contractor.

Clarification: Bidder, Supplier, and Contractor are considered one in the same.

18. TERM OF AGREEMENT AND DISPOSITION OF TIRES AT TERMINATION

This Agreement shall become effective on the 1st day of March, 2024 and terminate on the 28th day of February, 2029. At such termination date, unless the Authority has exercised the run-out Option, the Authority will, in the event the run-out is not exercised after submission of statement by Supplier, pay for the unused mileage in each remaining consigned tire and tube at prices to be computed as set forth in Article 8 of Specifications, plus any applicable taxes. Title to all tires and tubes shall remain with the Supplier until such statements and billings have been paid in full, at which time the Authority will acquire each such used tire as is, and Supplier makes no warranties as to the condition or fitness for continued use of such tires.

19. OPTION

1. Notwithstanding any provision to the contrary set forth in the Agreement between the Authority and the Supplier, as extended and amended, supplier hereby grants to the Authority the following option.

A. Upon the expiration of the term of the Agreement, as extended and amended, and only in the event the Authority wishes to change Supplier, Authority has the right to further extend said Agreement and continue to use all tires furnished by supplier under such Agreements in the Authority's possession on the expiration date for a period of thirty-six (36) months from said expiration date.

B. All terms, conditions and provision of said Agreement, as previously amended and extended, shall remain in full force and effect during said 36-month period, except that Supplier shall be relieved of any requirement to furnish the Authority with tires, tubes, flaps, repair materials, equipment or tire service during said 36-month period, unless requested by the Authority and agreed to by Supplier.

C. The rate or rates per tire mile in effect during said 36-month period shall be the rate or rates in effect for the twelve-month period immediately preceding the commencement date of such 36-month period.

D. It is understood that the Authority shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during the 36-month period.

E. Upon the expiration of said 36-month period, the Authority shall pay for any then unused mileage remaining in such tires. The Authority will acquire each such used tire as is, and Supplier makes no warranties (including without limitation, any warranty or merchant ability) as to the condition or fitness for continued use of such tires. The amount of the unused mileage shall be determined as set forth in Article 8 of Specifications, plus any applicable taxes.

F. The Option granted herein is exercisable by the Authority upon thirty (30) days' notice prior to the expiration date of the term of this Memorandum of Agreement, as extended and amended. The Option does not apply if termination occurs prior to date(s) set forth in Article 18 above. Such notice of Authority's exercise of this Option must be in writing and sent certified mail to Supplier.

G. This Agreement cannot be altered, modified or assigned in any respect unless by written consent of both parties or by special written document signed in like manner.

20. **TERMINATION**

Either party may terminate any agreement resulting from this proposal upon thirty (30) days written notice in the event of any transfer of either parties interest by merger, consolidation, liquidation, or any change in ownership, power to vote a majority of its outstanding stock or dissolution.

21. **STANDARD RIDER FOR MILEAGE**

LCTA advises the inclusion of ATTACHMENT I, STANDARD RIDER FOR MLEAGE which is to be considered a part of this bid specification package.

Alternatively, LCTA advises the bidder may provide their standard Industry tire lease agreement.

22. **INSURANCE**

Luzerne County Transportation Authority agrees to secure and maintain in force, policies of insurance of the types listed below and shall furnish to Contractor, prior to starting work and throughout the duration of the work, Certificate (s) of Insurance evidencing current coverage. Such certificates shall state that the policy(ies) will not be cancelled or allowed to lapse, without first giving at least thirty (30) days' notice in writing to the Contractor.

General Liability \$2,000,000
Workers' Compensation Statutory
Employer's Liability \$1,000,000
Automobile Liability \$1,000,000

The contractor shall be included as an additional insured under the general liability and auto liability coverages and a waiver of subrogation shall apply in connection with the general liability and workers' compensation coverages.

23. **FUNDING AVAILABILITY**

LCTA will promptly terminate this Contract in the event of funding unavailability and will, upon termination, pay for all unused mileage in the tires at a cost calculated pursuant to Paragraph 8, Use, Care and Storage of Tires, and take title to such tires on an "as is" basis.

24. **ASSIGNMENT**

Neither party shall delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of the other party.

25. **LIMITATION OF LIABILITY**

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), not for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Contract or the provision of tires and/or services, whether based in warranty, contract, tort, negligence, strict liability or otherwise.

26. **DISPUTE RESOLUTION**

The parties 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 the Authority, nor shall contractor

be required to exhaust all administrative remedies before commencing litigation in a court of competent jurisdiction within the state in which the Authority 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 the Contract shall be heard by a court *de novo* and the court shall not be limited in such proceeding to the issue of whether the County acted in an arbitrary, capricious or grossly erroneous manner.

27. COMPLIANCE WITH APPLICABLE LAW

Both parties shall, in the performance of this contract, comply with all applicable federal, state and local laws and regulations during the term hereof.

28. WAIVER

Failure to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver or relinquishment of the right to such performance or to future performance of such terms or conditions, and obligations in respect in thereto shall continue in full force and effect.

END SECTION III

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APPENDIX A – REQUIRED FORMS AND CERTIFICATIONS

Please be sure to execute each of the following affidavits, certifications, and assurances. Failure to do so will render your proposal non-responsive and it will not be granted further consideration.

- Access to Records
- Integrity Certification
- Commonwealth Of Pennsylvania Non-Discrimination Clause
- Receipt of Addenda (submit whether or not any addenda are issued).
- No Federal Government Obligations to Third-Parties
- Program Fraud and False or Fraudulent Statements Related Acts
- Buy America
- Federal Changes
- Civil Rights (EEO, Title VI & ADA)
- DBE Certification
- Incorporation of FTA Terms
- Suspension and Debarment
- Lobbying
- Clean Air
- Clean Water
- Energy Conservation
- Non-Collusion Affidavit
- Luzerne County Transportation Authority's Protest Procedure
(Please see Attachment IV pgs. 50-53)

Access to Records

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

Authorized Official of Firm

Title of Authorized Official

Date

INTEGRITY CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R.' 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(If the lower tier covered participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE LOWER TIER COVERED PARTICIPANT (APPLICANT FOR AN FTA GRANT OR CO-OPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR 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 & Title of Authorized Official

The undersigned chief legal counsel for the _____(Contractor) hereby certifies that the _____(Contractor) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Contractor's Attorney

Date

(Applies to Contractor/Subcontractors with contracts in excess of \$25,000)

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

**COMMONWEALTH OF PENNSYLVANIA NON-
DISCRIMINATION CLAUSE**

1. Contractor shall not discriminate, against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

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

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

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

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause. The Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. The Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and will all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be

terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contractor Compliance Regulations, pursuant to PA Code Chapter 49.35 of these regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

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

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

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

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

Wherever herein above the word Contractor is used it shall also include the word Engineer, consultant, Researcher, or other Contracting Party as may be appropriate.

Name of Individual, Partnership, or Corporation

Address

Authorized Person

Signature

Title

Date

RECEIPT OF ADDENDA

Certification of Receipt of Addenda to the Request for Proposal

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected. This certification required for all procurements.

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following addenda to the above referenced IFB:

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Name of Individual, Partnership or Corporation:

Address:

Name of Authorized Person:

Signature:

Title of Authorized Person:

Date:

No Federal Government Obligations to Third-parties

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Authorized Official of Firm

Title of Authorized Official

Date

Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges 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 Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying 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 to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Authorized Official of Firm

Title of Authorized Official

Date

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)(1)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j)(1) and 49 C.F.R. Part 661, 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)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Sign applicable certification below – **sign only one**

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A).

Date _____

Signature _____

Company Name _____

Title _____

Federal Changes

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Authorized Official of Firm

Title of Authorized Official

Date

Civil Rights (EEO, Title VI & ADA)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - 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 agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff 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.

(b) Age - In accordance with 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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Authorized Official of Firm

Title of Authorized Official

Date

Disadvantaged Business Enterprises (DBEs)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .33 %. No contract goal for DBE participation has been established for this procurement.

b. The contractor 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 this DOT-assisted contract. 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 Luzerne County Transportation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet goals (if applicable) or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Luzerne County Transportation Authority. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Luzerne County Transportation, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Luzerne County Transportation Authority.

Authorized Official of Firm

Title of Authorized Official

Date

Incorporation of FTA

Terms [FTA Circular 4220.1F](#)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. 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 Luzerne County Transportation Authority requests which would cause the Luzerne County Transportation Authority to be in violation of the FTA terms and conditions.

Authorized Official of Firm

Title of Authorized Official

Date

Suspension and Debarment

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Luzerne County Transportation Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Luzerne County Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Official of Firm

Title of Authorized Official

Date

Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[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 undersigned 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.

Authorized Official of Firm

Title of Authorized Official

Date

Clean Air

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

(1) The Contractor agrees 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 agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Authorized Official of Firm

Title of Authorized Official

Date

Clean Water

33 U.S.C. 1251

(1) The Contractor agrees 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 agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Authorized Official of Firm

Title of Authorized Official

Date

Energy Conservation

42 U.S.C. 6321 et seq.

49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Authorized Official of Firm

Title of Authorized Official

Date

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti- bid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

FOR BID FOR _____
(name of project or item being bid upon)

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. _____, its affiliates,
(Name of my firm)
subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my firm)

Acknowledges that the above representations are material and important, and will be relied on
by _____ in awarding the contract(s) for which this
(Name of my firm)

bid is submitted. I understand and my firm understands that any misstatement in this affidavit
is and shall be treated as fraudulent concealment from

(Name of public entity)

of the true facts relating to the submission of bids for this contract.

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____.

Notary Public

My Commission Expires

ATTACHMENT I: STANDARD RIDER FOR MILEAGE

STANDARD RIDER FOR MILEAGE

Notwithstanding anything to the contrary set forth in the Contract or bid specifications:

1. References in this Contract to Contractor's compliance with laws, rules or regulations shall be deemed to refer to Contractor's compliance with applicable laws, rules or regulations in connection with Contractor's performance of this Contract, and nothing herein expands the scope of such laws, rules or regulations.
2. References to in this Contract to indemnifiable fees and expenses shall be deemed to refer to reasonable fees and expenses. Indemnification requirements set forth herein shall not include indemnification for Operator's own acts or omissions. Neither party will be liable for any special, exemplary, consequential, indirect, incidental, punitive or non-economic damages hereunder.
3. To the extent continued performance by Operator is subject to funding availability, Operator will promptly terminate in the event of funding unavailability and will, upon termination, pay for all unused mileage in the relevant tires, and take title to such tires, "as-is".
4. This Contract will be granted, and may be terminated, in whole and not in part.
5. Contractor's obligations as to tax exemptions are subject to Operator providing Contractor with proper exemption certificates.
6. If laws, changes in vehicles, governmental regulations or requirements or other causes beyond Contractor's reasonable control, including additions or deletions made by Operator, require any change in applicable materials, performance or methods that reduce the mileage available from the tires covered by this Contract or that increase Contractor's cost of performance under, or the time required for performance of, this Contract, Operator agrees that Contractor shall be given reasonable prior written notice thereof (including in respect of any requirement not set forth herein) and that an equitable adjustment shall be made to the terms hereof, including, without limitation, the rates specified hereunder.
7. Any delivery of tires to original equipment manufacturers from which Operator purchases any new vehicles covered hereby shall be limited to deliveries in the United States and Canada.
8. Disclosure of documents of information hereunder are subject to Contractor's standard confidentiality policy (attached).
9. The parties agree that, because this Contract is not a construction contract, the Contract Work Hours and Safety Standards Act, Davis-Bacon and Copeland Acts, and related clauses, rules and regulations, do not apply. Requirements relating to equal opportunity notices shall be deemed to be satisfied by notices substantially similar thereto and/or in compliance with applicable federal requirements.
10. Applicable requirements relating to transportation by sea or air shall apply where those methods of transportation or shipment are used by Contractor for tires identified to this Contract.
11. The parties agree that the purpose of this Contract is not to finance the development of a product or information.
12. No termination will affect Operator's responsibility for obligations incurred hereunder (a) through the date of termination (including payment for services provided through the effective time of termination) or (b) of a nature that would survive termination.
13. Contractor may, in connection with any services provided hereunder, use Operator's on-site punch clocks.
14. If any liquidated damages are payable hereunder, (a) Contractor's performance and liability are subject to applicable force majeure, contingency or like limitations, (b) such damages will not be assessed after this Contract has been substantially completed, (c) such damages will be in lieu of actual damages and (d) such damages will not be assessed after reprocurement has been or should have been effected by Operator, reprocurement to be effected promptly by Operator.

ATTACHMENT II: TRANSIT TIRE REQUIREMENT

CLARIFICATION TO THE TYPE OF TIRES REQUIRED

(NO TRUCK TIRE SUBSTITUTES)

- **Be designed for urban/intercity transit bus applications**
- **Be capable of sustaining 55 mph for a one-hour minimum**
- **Have tough rubber compounds to resist excessive wear, chunking, cracking, and chipping**
- **Wear resistant tread patterns**
- **Extra thick tire sidewalls**
- **Have sidewall wear indicators**
- **Have reinforced shoulders and steel sidewalls**
- **Deep tread pattern to promote long tire life**

ATTACHMENT III: FIXED ROUTE BUS LIST

Bus Number	VIN Number	Make	Model	Year
96	15GGB3117K3192996	Gillig	Low Floor CNG	2019
97	15GGB3119K3192997	Gillig	Low Floor CNG	2019
98	15GGB3110K3192998	Gillig	Low Floor CNG	2019
99	15GGB3112K3192999	Gillig	Low Floor CNG	2019
9	15GGB3113K3193000	Gillig	Low Floor CNG	2019
20	15GGB3112L3194012	Gillig	Low Floor CNG	2020
16	15GGB311XM3195118	Gillig	Low Floor CNG	2021
17	15GGB3111M3195119	Gillig	Low Floor CNG	2021
18	15GGB31118M3195120	Gillig	Low Floor CNG	2021
19	15GGB311XM3195121	Gillig	Low Floor CNG	2021
34	15GGB311M3195122	Gillig	Low Floor CNG	2021
35	15GGB3113M3195123	Gillig	Low Floor CNG	2021
36	15GGB3115M3195124	Gillig	Low Floor CNG	2021
37	15GGB3117M3195125	Gillig	Low Floor CNG	2021
38	15GGB3119M3195126	Gillig	Low Floor CNG	2021
39	15GGB3110M3195127	Gillig	Low Floor CNG	2021
40	15GGB3112M3195128	Gillig	Low Floor CNG	2021
21	15GGB301XC1181294	Gillig	Low Floor	2013
22	15GGB3011C1181295	Gillig	Low Floor	2013
23	15GGB3013C1181296	Gillig	Low Floor	2013
24	15GGB3015C1181297	Gillig	Low Floor	2013
25	15GGB3017C1181298	Gillig	Low Floor	2013
26	15GGB3019C1181299	Gillig	Low Floor	2013
27	15GGB3011C1181300	Gillig	Low Floor	2013
80	15GGB3111J3190014	Gillig	Low Floor CNG	2018
81	15GGB3111J3190015	Gillig	Low Floor CNG	2018
41	15GGB3113N3197276	Gillig	Low Floor CNG	2022
42	15GGB3115N3197277	Gillig	Low Floor CNG	2022
43	15GGB3117N3197278	Gillig	Low Floor CNG	2022
44	15GGB3119N3197279	Gillig	Low Floor CNG	2022
45	15GGB3115N3197280	Gillig	Low Floor CNG	2022
46	15GGB3117N3197281	Gillig	Low Floor CNG	2022
47	15GGB3119N3197282	Gillig	Low Floor CNG	2022
48	15GGB3110N3197283	Gillig	Low Floor CNG	2022
49	15GGB3112N3197284	Gillig	Low Floor CNG	2022
50	15GGB3114N3197285	Gillig	Low Floor CNG	2022
51	15GGB3116N3197286	Gillig	Low Floor CNG	2022
52	15GGB3115P3198786	Gillig	Low Floor CNG	2023
53	15GGB3117P3198787	Gillig	Low Floor CNG	2023
54	15GGB3119P3198788	Gillig	Low Floor CNG	2023

ATTACHMENT IV: PROTESTS

ATTACHMENT IV: PROTEST

A. Definitions for Purposes of the section

The term “days” refers to working days of the Authority.

The term “interested party” means any person (a) who is an actual Proposer or prospective Proposers in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Luzerne County Transportation Authority (LCTA) will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide Proposal protests. The Authority’s primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with the Authority. In its consideration of a protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

C. Submission of Protest

Any interested party may file a protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State Regulations or with the Authority’s Procurement Process. The protest must be filed in accordance with the timing requirements set forth in subsection D. “Types of Protests and Timing” of this section, and must include: **The name, phone number, e-mail and address of the protestor.**

The Proposal and proposed contract number of the Proposal.

A statement of grounds for the protest, a statement as to what relief is requested, and in particular the Federal or State law or Authority Process alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision. Protest should be submitted to: **LCTA Executive Director 315 Northampton St., Kingston, PA. 18704**

D. Types of Protests and Timing

The requirement for timely filing of protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding Proposal

Any protest regarding the Proposal must be filed no later than five (5) business days before Proposal due date. Any protest filed after that date regarding the Proposal will not be considered by the Authority.

This type of protest would include any claim that the Proposal contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the Proposal documents or the Proposal process violated applicable Federal or State law, or that the Authority failed to follow its Procurement Process in the Proposal.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of Proposal by the Authority must be filed with Authority no later than five (5) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of or the responsibility of a Proposer, or any claim that the requirements and responsiveness of Proposal violated Federal or State law or the Authority's Procurement Process.

3. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract must be filed no later than five (5) business days after receipt of Non-Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible Proposer or that the Authority violated Federal or State regulations or its Procurement Process in the award of the contract.

E. Authority Response

The Authority will notify the protestor upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Authority" of this section E. "Authority Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding Proposal

Upon receipt of a timely filed protest regarding the Proposal, the Authority will postpone the opening until resolution of the protest. No additional Proposals will be accepted during the period of postponement.

If the protest regarding the Proposal involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all Proposals submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a Proposal or the responsibility of a Proposers or regarding the Authority's compliance with Federal or State Regulations or its Procurement Process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification the Authority will not proceed with contract, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State Regulations or the Authority's Procurement Process.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- A. where the item to be procured is urgently required;
- B. where the Authority determines that the protest was vexatious or frivolous; and
- C. where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority’s own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process.

F. FTA Protest Procedure

Reviews of protests by FTA will be limited to claims that the Authority failed to have or follow protest procedures, or claims the Authority failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Under certain circumstances, protest may be made to the FTA in accordance with FTA circular 4220.1F. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

 Authorized Official of Firm

_____ Date

ATTACHMENT V: COST PROPOSAL SHEETS

LUZERNE COUNTY TRANSPORTATION AUTHORITY
INVITATION FOR BIDS (IFB 24-01-001)
LEASE OF TRANSIT VEHICLE TIRES

We, the undersigned, propose to furnish to the Luzerne County Transportation Authority, (FOB, 315 Northampton Street, Kingston, Pennsylvania 18704) Transit Mileage Tires on a lease basis in accordance with IFB 24-01-001 specifications for the period March 1, 2024 to February 28, 2029

Adjustable Rate 3/1/2024

<u>YEAR</u>	<u>TIRE SIZE</u>	<u>EST ANNUAL VEHICLE MILES</u>	<u>TIRES PER BUS</u>	<u>BASE RATE PER TIRE MILE</u>	<u>ANNUAL RENTAL</u>
1	12Rx22.5	1,108,000	6	\$ _____	\$ _____
2	12Rx22.5	1,108,000	6	\$ _____	\$ _____
3	12Rx22.5	1,108,000	6	\$ _____	\$ _____

<u>YEAR</u>	<u>TIRE SIZE</u>	<u>EST ANNUAL VEHICLE MILES</u>	<u>TIRES PER BUS</u>	<u>BASE RATE PER TIRE MILE</u>	<u>ANNUAL RENTAL</u>
4	12Rx22.5	1,108,000	6	\$ _____	\$ _____

5	12Rx22.5	1,108,000	6	\$ _____	\$ _____
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FIVE YEAR TOTAL \$ _____

Company Name

Date

Address

City, State and Zip Code

Authorized Representative

Phone

Print Name

Fax Number

Email