

INVITATION FOR BIDS (IFB)
IFB NUMBER D-MONROE-FY2023/24

For

FURNISHING #2 GRADE ULTRA LOW SULFUR DIESEL FUEL

for the period of:
May 14, 2023- May 13, 2024
(With option for second year)

Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355



Bid Due Date: Thursday, April 27, 2023 by 10:00am
Bid Opening Date: Thursday, April 27 at 3:30pm

Prepared by:
Walter Quadarella, Rural Operations and Maintenance Manager
Phone: (570) 839-6282 x417
wquadarella@gomcta.com

Submit bids to: Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355
Attn: Iris Rivera, Executive Office Analyst

A. INSTRUCTIONS TO BIDDERS

A.1 BID NOTICE

A.1.1 The Monroe County Transportation Authority hereby gives notice that it will receive sealed bids for the purchase and delivery of **#2 Grade ultra Low Sulfur Diesel Fuel**. Bidders shall submit **one original bid and three copies in a sealed envelope**. Bidders shall reference this particular sealed bid opening by indicating “**MCTA Fuel Bid – D-Monroe 2023-24**” clearly and identifiable on the face of its sealed bid envelope. Bids shall be submitted on forms furnished in this IFB and shall be received at the following address no later than the following deadline for submission date and time (local time).

MAILING ADDRESS: Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355
ATTN: Iris Rivera, Executive Office Analyst

TELEPHONE NUMBER: (570) 839-6282 x333
CONTACT PERSON: Iris Rivera, Executive Office Analyst

DEADLINE FOR BID SUBMISSION: Thursday, April 27, 2023 by 10:00AM (local time)

DATE OF BID OPENING: Thursday, April 27, 2023
TIME OF BID OPENING: Thursday, April 27, 2023, 3:30 PM (local time)

A.1.2 At the time indicated in Section A.1.1, the bids would be publicly opened at the following location:

Monroe County Transportation Authority, 134 MCTA Drive, Swiftwater, PA, 18370 in the
MCTA 2nd Floor Conference Room.

Any fee of N/A charged to potential Bidders requesting a copy of this IFB shall N/A or shall not N/A be returned to all Bidders who submit a bid.

A.1.3 Bids must remain in effect for sixty (60) calendar days from the date of the bid opening.

A.1.4 It is the responsibility of the Bidder to submit his bid to the location indicated in Section A.1.1 prior to the date and time of the deadline for bid submission regardless of the medium used. No bid shall be considered if it arrives after the date and time set for bid submission.

A.2 INTENT OF IFB

A.2.1 It is the intent of this IFB to require the Bidder to provide and deliver #2 Grade Ultra Low Sulfur Diesel Fuel as outlined in the specifications contained herein.

A.2.2 The products provided shall be new, and in no case will be used, recycled, remanufactured, re-refined, reconditioned or obsolete products be accepted.

A.2.3 The specifications found in Section C of this IFB indicate **MINIMUM** requirements unless otherwise indicated.

- A.2.4 Unless otherwise indicated, all products requested in this IFB shall conform to the best quality standards known to the particular industry, both product and delivery.
- A.2.5 Product and delivery shall comply with all applicable Federal, State, and Local regulations (including the Americans with Disabilities Act). In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail.
- A.2.6 The price quoted by the Bidder shall include items of labor, materials, tools, equipment, and other costs necessary to complete the delivery of the products pursuant to this IFB.
- A.2.7 No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written approval by the Monroe County Transportation Authority (the “MCTA” and/or the “Authority” and/or the “Purchaser”). If the change order involves a price change, the Purchaser’s request for the Monroe County Transportation Authority’s approval shall be accompanied by a statement signed by an officer of the Purchaser that the price change is fair and reasonable, along with the basis for that determination. A change order cannot expand the scope of the contract.

A.3 ACCEPTANCE OF BIDS

The Purchaser reserves the right to accept any bid or to reject any and all bids in its sole and absolute discretion with or without cause. If the Authority accepts a bid, the Authority is obligated to award the bid to the lowest most responsive and responsible Bidder or Bidders. In determining the lowest most responsive and responsible Bidder(s), the calculation shall not include any possible rebates, if any action is required by the Purchaser in securing the rebate. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. Awards shall be made only to responsible Bidders that possess the potential ability to perform successfully under the terms and conditions of the procurement. Consideration shall be given to such matters as Bidder integrity, compliance with public policy, record of past performance, and financial and technical resources when determining responsibility. **The Authority reserves the right to accept bids from two separate Bidders based upon the bid price submitted.**

A.4 MODIFICATION OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING

Bids may be modified or withdrawn by written notice or in person by a Bidder if the Bidder’s identity is made known and a receipt of the bid is signed prior to the exact hour and date set for the opening of bids.

A.5 WITHDRAWAL OF BIDS AFTER BID OPENING

Withdrawal of erroneous bids after bid opening but before award based on bid mistakes shall be permitted by the written determination of the Purchaser’s contracting officer. This may be done when the Bidder requests relief and presents credible evidence that the reason for the lower bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of labor, material, supplies, or services made directly in the compilation of the bid. The request for relief and the supporting evidence must be received by the Purchaser’s contracting officer within five (5) calendar days after bid opening.

A.6 CONTRACTUAL OBLIGATION OF BIDDER

Each proposal by the Bidder shall be submitted with the understanding that the acceptance in writing within sixty (60) calendar days of bid opening by the Purchaser of the offer to furnish the products therein shall constitute a contract between the Bidder and the Purchaser which shall bind the Bidder to furnish and deliver at his price in accordance with the conditions of said accepted proposal. This entire invitation for bid (IFB) package, any addenda, and bid proposal form expresses the complete agreement of the parties and performances shall be governed solely by the terms and conditions contained herein. Extensions of the award date may be made by the written notification of the Purchaser.

A.7 CLARIFICATIONS, EXCEPTIONS, AND APPROVED EQUALS

A minimum of ten calendar (10) days before the bid opening, all potential Bidders may request the Purchaser to give clarification, exceptions, or approved equals for portions of the specification. All requests for clarifications, exceptions, or approved equals shall be submitted to the Purchaser in writing on the form provided in Section D of this IFB within the time period outlined herein. Written notice of any changes or approved equals allowed or disallowed will be mailed no less than seven (7) calendar days prior to bid opening to all potential Bidders. The Bidder must comply with all specified items or his bid will be considered non-responsive. No exceptions to the specification will be allowed after the bid opening.

A.8 PROTESTS AND DISPUTES

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Protest Procedures (see Attachment "A"). Any disputes that may arise shall be handled in accordance with the Dispute Procedures (see Attachment "B").

A.9 COMMONWEALTH NONDISCRIMINATION CLAUSE

By signing and submitting this bid proposal, the Bidder agrees to comply with the Commonwealth Nondiscrimination Clause (Attachment "C"), which is attached to and made a part of this IFB.

A.10 FEDERALLY REQUIRED CERTIFICATIONS

MCTA is Federally funded and therefore all vendors are subject to comply with the following contract clauses as they relate to all Procurements, and any additional clauses as required under FTAc4220.1f, Appendix D.

No Federal Government Obligations to Third Parties

1. MCTA 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 MCTA, 'Contractor', or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. '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.

False Statements or Claims, Civil and Criminal Fraud

1. 'Contractor' acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, '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, '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 'Contractor' to the extent the Federal Government deems appropriate.

2. '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 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on 'Contractor', to the extent the Federal Government deems appropriate.

3. '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.

Access to Third Party Contract Records

1. Where the Purchaser is not a state but a local government and is the FTA Recipient or a Sub-recipient of the FTA Recipient in accordance with 49 CFR 18.36(i), '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 'Contractor' that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 'Contractor' also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to 'Contractor' records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs at 49 USC 5307, 5309, or 5311.

2. 'Contractor' agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) 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).

Changes to Federal Requirements

‘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’ failure to so comply shall constitute a material breach of this contract.

Civil Rights (Title VI, EEO, ADA)

1. Title VI – During the performance of this contract, ‘Contractor’, for itself, its assignees, and successors in interest, agrees as follows:

a) Compliance with Regulations: ‘Contractor’ shall comply with the Regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b) Nondiscrimination: ‘Contractor’, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ‘Contractor’ for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by ‘Contractor’ of its obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d) Information and Reports: ‘Contractor’ shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information ‘Contractor’ shall so certify to MCTA, and shall set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of ‘Contractor’ noncompliance with the nondiscrimination provisions of this contract, MCTA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to ‘Contractor’ under the contract until ‘Contractor’ complies, and/or
- ii. Cancellation, termination, or suspension of the contract, in whole or in part.

f) Incorporation of Provisions: ‘Contractor’ shall include the provisions of paragraphs:

(a) through (f) in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

‘Contractor’ shall take such action with respect to any subcontractor procurement as MCTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ‘Contractor’ may request MCTA to enter into such litigation to protect the interest of MCTA, and, in addition, ‘Contractor’ may request the United States to enter into such litigation to protect the interests of the United States.

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and federal transit law at 49 USC 5332, ‘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, ‘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 USC 2000e, and federal transit laws at 49 USC 5332, ‘Contractor’ agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 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. ‘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, ‘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 USC 623 and federal transit law at 49 USC 5332, ‘Contractor’ agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, ‘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 USC 12112, ‘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 CFR 1630, pertaining to employment of persons with disabilities. In addition, Graphic Masters Studio agrees to comply with any implementing requirements FTA may issue.

3. '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.

Disadvantaged Business Enterprises (DBEs)

1. This contract is subject to the requirements of 49 CFR 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 percent. The agency's overall goal for DBE participation is one (1) percent. A separate contract goal has not been established for this procurement.

2. 'Contractor' shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 'Contractor' shall carry out applicable requirements of 49 CFR 26 in the award and administration of this DOT assisted contract. Failure by 'Contractor' to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MCTA deems appropriate. Each subcontract 'Contractor' signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

4. 'Contractor' is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than ten (10) days after 'Contractor' receipt of payment for that work from MCTA.

5. 'Contractor' must promptly notify MCTA, whenever a DBE subcontractor performing work related to this contract fails to perform or complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the amount of work remaining. 'Contractor' may not terminate any DBE subcontractor and perform that work through its own forces or those of a non-DBE without prior written consent of MCTA.

Incorporation of FTA Terms

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.

'Contractor' shall not perform any act, fail to perform any act, or refuse to comply with any MCTA requests which would cause MCTA to be in violation of the FTA terms and conditions.

Energy Conservation

'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 MCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract, 'Contractor' failure to comply shall constitute a material breach of this contract.

ADA Access

MCTA agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504): 29 USC 794 prohibits discrimination on the basis of disability by recipients of federal financial assistance.
2. Americans with Disabilities Act of 1990, as amended: 42 USC 12101 et seq. prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
3. DOT Public Transportation Regulations implementing Section 504 and the ADA: These regulations include DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR 27, DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR 1192 and 49 CFR 38. Examples of requirements include, but are not limited to, the following:
 - a) Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;
 - b) Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;
 - c) Complementary Paratransit Service. Requirements that public entities providing fixed-route service, (including a private non-profit entity providing public transportation service on behalf of the State or designated recipient as a subrecipient providing fixed-route service), provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service;
 - d) Equal Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

A.11 SUMMARY OF ITEMS TO BE SUPPLIED WITH BID

- A.11.1 The following items described in Sections A.11.2 through A.11.8 shall be provided by all Bidders and must be submitted with the bid proposal. The items will enable the Purchaser to determine whether the products and services offered by the Bidder is the same product and services as described in the Purchaser’s solicitation specifications and whether the Bidder is a responsible Bidder. Any such item provided that conflicts with any requirement of this IFB shall not release the Bidder from complying with this IFB. Any such conflicts must be resolved by the Purchaser (in consultation with the Bidder) making a determination as to whether the Bidder fully complies with this IFB prior to bid award.

- A.11.2 All forms included under Section D (Bid Forms) must be executed and furnished by the Bidder, or the bid shall be considered nonresponsive and disqualified. All addenda to the IFB, if applicable, must be acknowledged on the Bid Proposal Form as provided herein or acknowledged in a separate letter that is signed by the individual signing the Bid Proposal Form and received by the Purchaser prior to the bid opening. Failure to acknowledge addenda will result in the automatic rejection of the bid unless receipt of addenda by the Bidder can be verified by certified mail receipt or acknowledgement of receipt by FAX machine.
- A.11.3 Descriptions, refiner's name, and refiner's specifications of all products and services being supplied. Specifications must conform to the minimums outlined within the IFB.
- A.11.4 Description of warranties the Bidder proposes to furnish for the products, including a listing of sites where warranty work will be performed (See Section B.4).
- A.11.5 The location of the nearest depot which will furnish complete supply of products and a description of the ordering process for ordering products and delivery of the same.
- A.11.6 A list of five users names, addresses, and telephone numbers who have been provided similar products by the Bidder in the preceding twelve (12) months. If the Bidder has not provided similar products, the Purchaser reserves the right to determine the acceptability of the products proposed by the Bidder.
- A.11.7 All proposal forms contained in the IFB, properly executed by an authorized agent of the Bidder.
- A.11.8 An original bid guarantee in the form of cash, certified check or bid bond payable to the Monroe County Transportation Authority written by a surety authorized to do business in the Commonwealth of Pennsylvania in a dollar amount not less than 10% of the base bid sum or reading, "in the sum of ten percent (10%) of the principal's base bid". Such bid bond will be returned to all Bidders upon award of the contract to the successful Bidder.

A.12 SUMMARY OF ITEMS TO BE PROVIDED BY APPARENT LOW BIDDER

- A.12.1 The Purchaser shall notify the apparent low Bidder(s) immediately upon review and evaluation of the bid. Any additional information not requested herein regarding the products and services being provided may be requested to make a decision about the products and services in determining the most responsive and responsible Bidder(s). Information requested must be received by Purchaser within ten (10) calendar days of bid opening.

A.13 PRE-AWARD REVIEW

The Bidder(s) shall be prepared to submit any product and/or service related information if requested by the Purchaser after the bid opening. Failure to submit requested items within ten (10) calendar days of request may lead to disqualification of the bid.

A.14 SUMMARY OF ITEMS TO BE PROVIDED UPON AWARD

The following items must be furnished by the successful Bidder upon contract award of IFB.

- A.14.1 All warranty verification vouchers, certificates, or coupons.

A.14.2

The Bidder shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection. The Monroe County Transportation Authority will be endorsed as an Additional Insured by the Bidder with respect to the Contract, including Employer's Liability. Copies of insurance are to be submitted to the Purchaser prior to a notice to proceed being issued. In any event, the Bidder shall maintain and pay the premiums for insurance of the types and limits of not less than the following:

- (1) Worker's Compensation and Employers Liability Insurance endorsed with a Broad Form All States Coverage which shall cover the Bidder's employees engaged in the performance of all work.
- (2) Comprehensive General Liability Insurance Coverage with limits not less than required by Umbrella Insurance (4) below and covering at least:
 - (a) Operations - Premises Liability
 - (b) Independent Contractors Liability
 - (c) Broad Form Contractual Liability covering the Contractors obligations.
 - (d) Products Liability
 - (e) Completed Operations Liability
 - (f) Personal Injury Liability including claims arising from employees of the Contractor
 - (g) Broad Form Property Damage Liability
- (3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by Umbrella Liability Insurance (4) below. (2) and (3) shall name the Monroe County Transportation Authority as additional insured.
- (4) Excess and Umbrella Liability Insurance in excess of the above of not less than \$1,000,000.

All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A+, as shown in the current issue of Best's Key Rating Guide - Property-Casualty.

Proof of insurance shall be submitted to the Purchaser prior to issuance of a Notice of Award.

The Bidder and all of its insurers shall waive all rights of recovery or subrogation against the Monroe County Transportation Authority, and its insurance companies.

A.14.3

An original performance bond in the amount of ten (10%) percent of the contract price must be submitted to the Monroe County Transportation Authority by the successful Bidder within ten (10) days of the bid award.

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B. GENERAL PROVISIONS

B.1 PRE-AWARD INSPECTIONS

B.1.1 Pre-award inspections – The Purchaser reserves the right to perform a pre-award inspection of any Bidder. The purpose of the evaluation will be to assure that the Bidder:

- (a) Has in operation, or has the capability to have in operation, a location adequate to assure delivery of all products within the time specified under this contract.
- (b) Has adequate service personnel to satisfy any service problems that may arise during the contract period.
- (c) Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
- (d) Has adequate quality control to assure that products will comply with the specifications.

B.2 DELIVERY AND ACCEPTANCE

B.2.1 Delivery of the products or completion of the services described herein is to occur no later than one (1) calendar day following the placement of an order. Unless otherwise directed, delivery will be made to the Monroe County Transportation Authority maintenance facility located at 134 MCTA Drive, Swiftwater, PA, 18370 during regular business hours (8:00 am – 4:30 pm, Monday through Friday) or at a time mutually agreed to by the Purchaser and the Bidder. If delivery of products and/or services is delayed by reason of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or Contractor, the time of completion of delivery shall be extended upon written request for a time extension from the Bidder. The request for an extension must include detailed justification for the length of the time extension. The delivery date will be delayed by a number of days agreed upon by the Purchaser and Bidder. The purchase price of the products, mark-up, and delivery price will be reduced by the difference in price per gallon as paid to any outside fuel or petroleum product suppliers that are necessary to keep the entire fleet of vehicles in operation as liquidated damages if the Bidder fails to give a written request for the extension prior to the delivery deadline or if the delay cannot be justified as being beyond the Bidder's control.

B.2.2 Products and services delivered to the Purchaser in a condition below the retail customer acceptance levels, specification minimums or accepted industry practice will not be accepted. If any product or service is delivered incomplete or below specified requirements, the Bidder shall undertake all necessary actions at his or her sole expense to meet the required condition. Any product not conforming to this IFB will be rejected by the Purchaser.

B.2.3 Acceptance of the product will be made after the product has been problem free for a period of ten (10) successful workdays. The Purchaser will notify the Bidder, in writing, within ten (10) calendar days of receipt of the product as to whether or not the product or service is accepted. Failure of the Purchaser to furnish to the Bidder a written statement of acceptance or non-acceptance postmarked within ten (10) calendar days after the test period shall be deemed to constitute acceptance of the product. A letter of conditional acceptance will furnish details of the deficiencies. The Bidder shall promptly correct all defects and resubmit product for acceptance. The Purchaser shall not be required to furnish space, labor, or material to perform the Bidder's

responsibilities so as to permit acceptance of the products in compliance with this IFB. The Purchaser will accept or reject the resubmitted products within ten (10) calendar days from the date of resubmittal. Failure of the Purchaser to furnish to the Bidder a written statement of acceptance or non-acceptance postmarked within ten (10) calendar days after resubmittal shall be deemed to constitute acceptance of the equipment.

B.2.4 In the event the Bidder fails to comply with the written order of the Purchaser to complete and/or undertake corrective action prior to acceptance and the Purchaser finds it necessary to perform any work which should have been done by the Bidder within the intent of this IFB, the Purchaser will be reimbursed as detailed in Section B.3.2 for all costs incidental thereto, including material, labor and overhead.

B.2.5 All product deliveries and services performed shall be coordinated with the Purchaser. The Bidder shall contact the Purchaser to agree upon a delivery schedule prior to any delivery. Delivery shall be made during the Purchaser's normal working hours.

B.2.6 Any product or services, which is/are discovered to be defective or fails to conform to the specifications, may be rejected at any later time if the defects contained in the products were not reasonably ascertainable upon the initial inspection and acceptance.

B.3 TERMS OF PAYMENT

B.3.1 Contracts resulting from this bid are subject to a separate contract(s) or grant(s) between the Authority and the Commonwealth of Pennsylvania (sometimes hereinafter referred to as the "State") and the US Department of Transportation, respectively. The Purchaser shall make full payment within sixty (60) calendar days of acceptance of the products delivered. The Purchaser shall not be charged interest until thirty (30) days after the Purchaser has received funding from the State for the purchase of the products subject to the Accepted Bid and Notice of Award. The State and Federal government will not be subject to any interest charges under any circumstances.

B.3.2 If the products delivered are not found to be totally acceptable and can be conditionally accepted, ten (10%) percent of the payment will be withheld until all items are corrected. All items must be corrected within ten (10) calendar days or the Bidder will forfeit the ten (10%) percent withholding or the actual costs of product replacement, whichever is less.

B.3.3 If any product is totally unacceptable, no payment will be made until deficiencies are corrected. If the deficiencies cannot be corrected on the Purchaser's property, the Bidder must remove the products at his own expense. Redelivery of the product determined to be totally unacceptable shall be made in accordance with Section B.2 above.

B.3.4 Delivery and acceptance of the product shall not release the Bidder from liability for the cost for damages caused by deficient products found after final payment has been made.

B.4 WARRANTIES

B.4.1 The Bidder has an obligation to ensure that the products are covered by warranty. The Bidder shall make every effort to assure that all obligations defined under all warranties applicable to the products are fulfilled.

B.4.2 The Bidder must guarantee to furnish sufficient technical support to assure satisfactory performance of the procured products and services for the entire period of the contract.

B.5 TERMINATION

The Purchaser may immediately terminate the contract resulting from this IFB for any of the following reasons:

a. Termination of Convenience

The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs on products delivered and accepted up to the time of termination. The Contractor shall promptly submit its termination claim to the Purchaser to be paid the Contractor.

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or service performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Termination for Lack of Funds

The Purchaser may terminate this contract, or any part of it, because of non-availability to the Purchaser of funds required under the terms of this contract, by serving notice of termination upon the Contractor. In such event, the Contractor shall be paid, from available funds, in accordance with the provisions of B.5.a above.

B.6 BID FAMILIARITY

Each Bidder shall thoroughly examine and be familiar with all the IFB contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. The submission of a proposal shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the IFB contract documents and specifications in every detail.

B.7 TAX STATUS

The Monroe County Transportation Authority is a grantee of funds from the State and the United States Department of Transportation. The Monroe County Transportation Authority is a municipal authority and a political subdivision of the Commonwealth of Pennsylvania, and is therefore, not subject to Local, State or Federal taxes.

B.8 ASSIGNMENT

The Bidder shall not assign or transfer any interest in the contract or delegate its performance of duties, except upon written approval of the Purchaser, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance on this contract shall not be construed to relieve the Bidder of any responsibility of the fulfillment of the contract.

B.9 CONTRACT DOCUMENTS

It is expressly agreed to that the following documents, and each and every term and condition thereof, are incorporated herein and shall constitute a binding contractual agreement between the successful Bidder and the Purchaser during the period beginning May 14, 2023 through May 13, 2024 (or one year option extending this period to May 12, 2024): (a) invitation for bid package, (b) any addenda issued by Purchaser, (c) certifications herein, (d) attachments herein, and (e) fully executed bid proposal(s).

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C. TECHNICAL SPECIFICATIONS – #2 Grade Ultra Low Sulfur Diesel Fuel

C.1 #2 Grade Ultra Low Sulfur Diesel Fuel Requirements

C.1.1 Bid price will be for the provision and delivery during the awarded contract of an estimated 30,000 gallons more or less for the twelve month (12) period of #2 Grade Ultra Low Sulfur Diesel Fuel that is utilized in transit vehicles licensed in the United States of America and the Commonwealth of Pennsylvania.

C.1.2 #2 Grade Ultra Low Sulfur Diesel Fuel must meet all applicable regulatory and American Society for Testing and Materials (ASTM D 975) standards in the United States.

C.1.3 #2 Grade Ultra Low Sulfur Diesel Fuel will meet or exceed the specifications below:

<p>MINIMUM Requirements – Major refiner quality – Sunoco, Texaco, Mobil, or approved equal, containing detergent additives for protection of modern fuel injection systems. *The #2 Grade Ultra Low Sulfur Diesel Fuel shall be blended for Winter operations. The #2 Grade Ultra Low Sulfur Diesel Fuel, and any additives thereto or related materials shall be new, of first quality, and the best of its respective type for the use intended by the Purchaser.</p>	<p>#2 Grade Ultra Low Sulfur Diesel Fuel</p>
---	--

C.1.4 In the event the above specifications conflict with State, Federal or other appropriate regulations, the more stringent standard shall take precedence and fuel meeting that standard shall be quoted on the bid sheet. The Purchaser will not take responsibility for inadvertent oversight of government standards in the compilation of these specifications and, in submitting its bid; the vendor agrees that its product meets all legal standards currently in effect at the time of the bid.

C.1.5 A diesel tank is located underground on the Purchaser’s property and the product is filled by gravity drop. The storage tank has a capacity of 12,000 gallons.

C.1.6 Upon award of this bid to the successful vendor for diesel fuel, delivery amounts will be mutually agreed upon by the Bidder and Purchaser. Deliveries will be based on Purchasers consumption needs.

C.1.7 In an effort to receive the May 14, 2023 through May 13, 2024 bid, inclusive product requirements for the Purchaser, bids are requested based on the fluctuation of the Pennsylvania Dealer Tank-Wagon Price. Bidders are to indicate, in the spaces provided on the form of proposal, the number of cents, to be deducted from or added to the tank-wagon prices (Price Differential) based on the average rack rate for the day of **November 18, 2022**, OPIS Macungie PA. It shall be understood that a) the tank-wagon price shall be clearly noted on each invoice, and b) the amount indicated to be deducted from or added to the tank-wagon price (The Price

Differential) shall remain firm during the contract term. The tank-wagon price however, may increase or decrease.

Upon verification to the Purchaser by the Contractor, any increase imposed to the Pennsylvania Dealer Tank-Wagon Price directly affecting the cost of the product to the Contractor shall be passed along to and absorbed by the Purchaser. Furthermore, any decrease in the Pennsylvania Dealer Tank-Wagon Price shall be credited to the Purchaser by the Contractor.

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D. BID FORMS INCLUDED IN IFB

- D.1 BID PROPOSAL FORM (Ultra Low Sulfur Diesel)
- D.2 AFFIDAVIT OF NON-COLLUSION
- D.3 LOBBYING CERTIFICATION
- D.4 BUY AMERICA CERTIFICATION
- D.5 LIST OF RECENT CUSTOMERS
- D.6 REQUEST FOR CLARIFICATIONS, EXCEPTIONS, OR APPROVED EQUALS

IMPORTANT NOTES TO BIDDER:

- _____ All bid forms listed above (unless deleted by addendum) must be executed and submitted when submitting the bid; otherwise, the bid will be rejected. If any of the above forms were inappropriately omitted from this copy of the IFB, it is the responsibility of the Bidder to request a copy of the missing form(s) from the Purchaser in order to submit the form(s) with the bid.
- _____ An original Bid Bond as outlined in A.14.3 must be submitted in the correct amount with the bid; otherwise, the bid will be rejected.
- _____ The documentation requested by IFB Sections A.11.2, A.11.3, A.11.4, A.11.5, A.11.6, A.11.7, and A.11.8 shall be submitted with the bid; otherwise, the bid will be rejected.
- _____ All addenda to the IFB must be acknowledged on the Bid Proposal Form. Failure to acknowledge addenda will result in the automatic rejection of the bid unless receipt of addenda by the Bidder can be verified by certified mail receipt or acknowledgment of receipt by FAX machine.
- _____ Submit one original and three copies of all documents.
- _____ The Bidder shall reference this particular sealed bid “**MCTA Fuel Bid –D-Monroe 2023-24**” on the face of the bid envelope. The individual and/or firm name submitting the bid must also appear on the bid envelope.
- _____ Bids should be arranged and submitted in the following order: (a) Bid Proposal Form with Addenda acknowledgement, (b) Bid Bond, (c) Affidavit of Non-Collusion, (d) Lobbying Certificate, (e) Buy America Certificate, (f) List of Recent Customers, (g) IFB Sections A.11.3, A.11.4, A.11.5, A.11.6, A.11.7, A.11.8, and (h) Miscellaneous.

D.1. Bid Proposal Form

BID PROPOSAL FORM

TO: Monroe County Transportation Authority
 (Name of Purchaser)

P.O. Box 339, Scotrun, PA 18355 (mailing address)
134 MCTA Drive, Swiftwater, PA 18370 (physical address)
 (Addresses of Purchaser)

In compliance with your invitation for Bid (IFB), number D-MONROE FY2023-24 for solicitation of bids to be opened on Thursday, April 27, 2023, the undersigned proposes to furnish all labor, product, and materials as listed below and perform all work for furnishing same in strict accordance with the above referenced IFB:

Description: 30,000 gallons (more or less) of #2 Grade Ultra Low Sulfur Diesel Fuel.

Contract Period: Beginning May 14, 2023 - ending May 13, 2024 (*optional one-year extension).

	Product Description	#2 Grade Ultra Low Sulfur Diesel Fuel	FY2023-24	FY2024-25 (optional 2nd year)
(a)	NUMBER OF GALLONS (Based on one year estimated usage, more or less)	30,000		
(b)	Macungie Tank-Wagon Price (Per Gallon)			
(c)	MARK-UP and Transportation Charge (Per Gallon)			
(d)	FEDERAL GAS LUST TAX (if applicable)			
(e)	OIL SPILL TAX (if applicable)			
(f)	PA USTIF (if applicable)			
(g)	TOTAL COST PER GALLON			
(h)	CALCULATION (*)			
	<i>Please enter Mark-up for Winter Blend.</i>		*	*

$$(*) \text{ CALCULATION} = (b) + (c) + (d) + (e) + (f) = (g)$$

$$(a) \times (g) = (h)$$

BID PROPOSAL FORM – (Continued)

Award of this contract for #2 Grade Ultra Low Sulfur Diesel Fuel and shall be made to the most responsive and responsible Bidder(s) offering the lowest markup and transportation costs while demonstrating the ability to provide these products at the lowest cost.

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

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

The undersigned understands that any condition, clarification or information submitted on or with this proposal other than that requested, will render the bid unresponsive.

Name of individual, partnership, or corporation

Address

Name of authorized person

Signature

Title of authorized person

Date

By execution below, the Purchaser accepts offer as indicated above:

Walter Quadarella/Monroe County Transportation Authority
Contracting Officer

Signature

Date of award

() Exclusive of Customer Rebates, if any (see Section A.3)*

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required only when submitting bid for #2 Grade Ultra Low Sulfur Diesel Fuel as specified.

D.2. Affidavit of Non-Collusion

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidder having corporation authority to sign on its behalf (if the Bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids, and;
- (4) That I am not on the Comptroller General's List of Ineligible Contractors.
- (5) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Firm: _____

Subscribed and sworn to before me

this _____ day of _____ 2023

Notary Public

My Commission Expires _____ 20__

Bidders Employer Identification Nbr. _____

(As used on employer's quarterly Federal Tax Return)

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

D.3. Lobbying Certification

LOBBYING CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Bidder 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 any 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, 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 a 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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. §135(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 Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signed: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required for any bids exceeding \$100,000.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).

Enter Last Name, First Name, and Middle Initial (MI).

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: _____</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date: _____</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C;4810-25-C; 3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

D.4. Buy America Certification

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES,
OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance with U.S.C. 5323(j)(2)(C)

The Bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with U.S.C. 5323(j)(2)(C)

The Bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and 49 C.F.R. 661.11 but may qualify for an exception to the requirements consistent to 49 U.S.C. Sections 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

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

D.5. List of Recent Customers

LIST OF RECENT CUSTOMERS

Bidder Name: _____

In order to better assess the responsibility of Bidders, we are requiring each Bidder to submit a list of their five most recent customers of similar products, the product provided, and contact information. Contact information includes the business name, address, and telephone number and, preferably, a contact person for the customer. This information must be provided on this sheet.

	CUSTOMER NAME	CUSTOMER ADDRESS	CONTACT PERSON AND TELEPHONE NUMBER	PRODUCT/SERVICE DESCRIPTION
1				
2				
3				
4				
5				

Note: If the Bidder has had less than 5 customers whom it sold similar products within the past twelve month (12) period, it must provide information for those customers it has had and then state, no other prior customers of similar products at this time.

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required by Purchaser as a standard format.

D.6. Request for Clarifications, Exceptions, or Approved Equals

REQUEST FOR CLARIFICATIONS, EXCEPTIONS OR APPROVED EQUALS

IFB Document Page: _____ IFB Section Number: _____

Nature of Request: Clarification Exception Approved Equal

Full Explanation: _____

All requests for clarifications, exceptions or approved equals will be shared with all bidders ten (10) days prior to bid opening. If the vendor is seeking concurrence with an approved equal, please submit supporting documentation and/or samples to support your contention that the requested equal meets or exceeds the specification minimum requirement.

Signed: _____ Date: _____

Vendor: _____

MONROE COUNTY TRANSPORTATION AUTHORITY RESPONSE

Written notice of any Clarifications, Exceptions or Approved Equals will be mailed no less than seven (7) calendar days prior to bid opening to all potential bidders.

Approved Denied

Justification: _____

Signed: _____ Date: _____

Purchaser: Monroe County Transportation Authority

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form is required by Purchaser as a standard format.

ATTACHMENT "A"
PROTEST PROCEDURES

- A. Monroe County Transportation Authority (MCTA) reserves the right to postpone bid openings for its own convenience and to reject any or all bids.
- B. Changes to the specifications will be made by addendum.
- C. Prime Contractors and Subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written, documented requests required by the paragraph below.
- D. Requests for clarification of specifications and protest of specifications must be received by MCTA, in writing, not less than eight (8) calendar days before the date of scheduled bid opening. Any request for a clarification or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to support the bidder's position.
- E. MCTA replies to requests under Paragraph D above will be postmarked at least five (5) calendar days before the date scheduled for bid opening.
- F. Bidders wishing to protest specifications; bid openings or bid awards may do so by giving written notice, to the Executive Director of MCTA. This notice should be given eight (8) calendar days prior to bid opening for specifications and within three (3) calendar days after bid opening or bid award. Protesters shall state the grounds for the complaint and provide supporting documentation for their argument. MCTA shall review the protest and for specifications shall respond five (5) calendar days prior to bid opening. In the event of a protest over bid opening or bid award MCTA will respond within five (5) calendar days of receipt of protest. If the Monroe County Transportation Authority determines a bid opening should be postponed due to a protest, all bidders shall be promptly notified in writing.
- If the award of the contract has already been made at the time that a bid protest is received, MCTA will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice-to-Proceed until the protest has been disposed of.
- If the bids have already been opened but a contract has not yet been awarded, MCTA will:
- a. Notify all bidders, and,
 - b. Not proceed with a bid award until MCTA has submitted a written response to the protesting bidder and believes the protest to be resolved.
- G. The Federal Transit Administration (FTA) will only accept protests from bidders when it is alleged MCTA failed to have written protest procedures or it is alleged MCTA failed to follow such procedures.

ATTACHMENT “B”
DISPUTE PROCEDURES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, subject only to review by a court of competent jurisdiction. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer’s decision.

ATTACHMENT “C”

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and welllighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.