



REQUEST FOR PROPOSALS

Butler Transit Authority

**FIXED ROUTE TRANSPORTATION AND
MAINTENANCE RELATED SERVICES**

Issued: December 3, 2021

*REQUEST FOR PROPOSAL
FIXED ROUTE TRANSPORTATION AND MAINTENANCE RELATED SERVICES*

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POTENTIAL PROPOSER INTEREST CONFIRMATION FORM

**Potential Proposer
Interest Confirmation Form
Required Form**

If you are interested in this RFP for Fixed Route Transportation and Maintenance Related Services, immediately upon receipt please email this confirmation form to the email address provided at the bottom of this page. Failure to do so means you are not interested in the project and do not want any associated addenda information or other project notifications sent to you.

Potential Proposer acknowledges receiving the Request for Proposal for Fixed Route Transportation and Maintenance Related Services.

Potential Provider **must** complete the following information:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code/Telephone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Email the Interest Confirmation Form to John Paul at jpaul@butlertransit.com, telephone [724-283-0445](tel:724-283-0445), extension 216.

Butler Transit Authority
130 Hollywood Drive, Suite 101
Butler, PA 16001
Phone: 724-283-0445
Fax: 724-283-1201

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NOTICE TO PROPOSERS

**Butler Transit Authority
130 Hollywood Drive, Suite 101
Butler, PA 16001
Phone: 724-283-0445
Fax: 724-283-1201**

**Request for Proposal (RFP)
Fixed Route Transportation and Maintenance Related Services**

INTRODUCTION

Butler Transit Authority (BTA) invites Proposals from qualified firms or organizations for the provision of its fixed route and maintenance related services for a three-year period with an option of two one-year renewals at the discretion of BTA. The successful Proposer will be responsible for all maintenance, cleaning and fueling, as well as fare collection, data reporting and managing the delivery of service. In addition, the Contractor will hire and train the drivers and provide direct dispatch and supervision of drivers and maintenance personnel in the provision of the services. The successful Proposer will be expected to begin transition on May 17, 2022 and full operations on July 1, 2022.

BTA will accept Proposals for the provision of fixed route and maintenance related transportation services. Proposals shall be submitted to the BTA Office, 130 Hollywood Drive, Suite 101 Butler, PA 16001. All sealed Proposals are due by January 28, 2022 at 3:00 p.m. (EST). No proposals shall be accepted at another location or after this time and date. Proposals received after the specified closing date and time will be considered late proposals and will not be considered for award and not opened. All proposals will be opened publicly and Proposers' name read aloud January 28, 2022 at Butler Transit Authority's Admin office at 130 Hollywood Drive, Suite 101, Butler, PA 16001 at 3:00 p.m.

The Request for Proposals (RFP) document may be obtained by contacting BTA at the above address, by email at kstewart@butlertransit.com, or telephone at 724-283-0445 extension 219. It is also available in PDF format at www.butlertransit.com.

A Pre-Proposal meeting will be held at BTA's Administrative Offices, 130 Hollywood Drive, Suite 101 Butler, PA at 1:30 p.m. (EST) on December 17, 2021. The purpose of the meeting is to allow interested firms to ask questions about the Request for Proposals prior to Proposal submission. Attendance at the pre-proposal meeting is not required but is strongly suggested.

Proposers are to submit proposals in two sections (Part I - Technical Proposal and Part II - Cost Proposal). Submit one copy of each section marked original and five (5) complete copies. Proposal envelopes for each section must clearly identify the RFP name "Fixed Route Transportation and Maintenance Related Services," the RFP Section (Part I - Technical Proposal or Part II - Cost Proposal) and the Proposer's name and address.

BTA will award an agreement, if at all, through the competitive process set forth in the Request for Proposal (RFP). Proposers will be required to comply with all regulations applicable to Federal and Pennsylvania State-funded procurements.

BTA hereby notifies all Proposers that, in regard to any contract entered into pursuant to this RFP advertisement or solicitation, disadvantaged business enterprises (DBE's) will be afforded full opportunity to submit proposals in response and will not be subject to discrimination on the basis of race,

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color, sex or national origin in consideration for an award.

Disadvantaged Business Enterprises (DBE) are encouraged to submit a proposal. Firms that wish to be certified as a DBE should contact the Pennsylvania Unified Certification Program (PA UCP) at www.paucp.com. To be considered a DBE, the Proposer must be certified prior to the award of a Purchase of Services Agreement by PA UCP.

Certified Small Businesses Enterprises (SBE) who are prequalified are encouraged to submit a proposal on this project. Small Businesses who are not prequalified are encouraged to become certified as a small business. For more information view PennDOT's small business enterprise website at: (<https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>).

The successful Proposer will be required to comply with all applicable laws and regulations and assist BTA with its policies and programs including Equal Employment Opportunity (EEO), Title VI, DBE and SBE.

BTA reserves the right to postpone, accept or reject any and all proposals, in whole or in part, and to waive any informality in the RFP process as BTA deems is in its own and/or the public's best interests. The Proposals shall be valid and binding for ninety (90) days from the date of opening.

Any person or business on the Comptroller General's list of ineligible Bidders and/or those who have been prohibited from doing business in the Commonwealth of Pennsylvania or its agencies/subdivisions, are not eligible Proposers. Proposing firms must not be debarred or suspended per the clearance check in the federally monitored System for Award Management, (SAM), www.sam.gov.

Proposals received after the specified closing time will be considered late proposals and will not be opened or considered for award.

Contact/Questions: Requests for information related to this RFP should be directed to: John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001, Phone (724) 283-0445, extension 216, Facsimile (724) 283-1201, jpaul@butlertransit.com.

Questions must be submitted in writing via U.S. Post Office, e-mail or facsimile as detailed above.

Written questions and/or requests for clarification, as well as all requests for exceptions, deviations, or approved equals to the request for proposals and/or specifications must be submitted no later than 3:00 p.m. on December 30, 2021.

All potential Proposers must complete "Potential Proposer Interest Confirmation Form" and e-mail it to John Paul (jpaul@butlertransit.com). Failure to do so means you are not interested in the project and do not want any associated amendments or addenda information or other project notifications sent to you.

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TIMETABLE

BTA intends to follow the following schedule in connection with this solicitation:

TIMELINE	
ACTION	DATE
Advertise Proposals	December 3, 2021
Conduct Pre-Proposal Conference	December 17, 2021 at 1:30 p.m. EST
Vehicle and Equipment Inspection	By appointment
Final Date for Questions (must be written)	December 30, 2021 by 3:00 p.m. EST
BTA Official Response to Questions and Minutes of Pre-Proposal Conference	January 12, 2022 by 4:30 p.m. EST
Proposals Due and Time	January 28, 2022 by 3:00 p.m. EST
Conduct Interviews (if needed)	Week of February 1, 2022
Names of Proposers Publically Announced	January 28, 2022
Evaluation and Selection	February 7, 2022
Award(s)	On or before February 8, 2022
Execute Agreements with Providers	May 1, 2022
Transition Period	May 17 – June 30, 2022
Commence service with new providers	July 1, 2022
<i>BTA may unilaterally change this schedule by written notice.</i>	

BACKGROUND

The Butler Transit Authority (BTA), incorporated in 1989, is a fixed-route transit agency in Butler, PA. BTA services Butler Township, the City of Butler and parts of Center Township.

BTA owns a bus fleet consisting of the vehicles identified on Attachment 3, which is subject to change. BTA contracts out all or most services regarding the provision of public transportation services as well as fleet/vehicle maintenance.

BTA operates 4 fixed routes (4 routes on weekdays, 3 routes on Saturdays). It operates fixed-route six days a week and the fleet consists of 6 buses. BTA’s current fixed route span of service for weekdays is 7:00 a.m. to 8:29 p.m.; Saturday is 8:00 a.m. to 8:40 p.m. Butler Transit Authority does not operate on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The following table lists BTA’s current routes.

Routes	Weekday Service Hours	Saturday Service Hours
1	7:30 AM – 8:29 PM	8:00 AM – 8:40 PM
2/4 Combo	7:20 AM – 8:22 PM	8:00 AM – 8:34 PM
3	7:30 AM – 8:16 PM	8:00 AM – 8:27 PM
5	7:00 AM – 7:48 PM	

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BTA's mission is to provide safe, effective, and reliable transportation for residents within its service area and continuously maintain the highest transportation standards for its customers.

BTA also provides ADA paratransit services that are currently operated under a separate contract and are not part of this RFP.

OBJECTIVE

The objective of this RFP is to solicit competitive proposals from qualified firms for the provision of fixed route transportation and maintenance related services. It permits BTA to select a provider or providers ("Contractor") which offer professional services that are in the best interests of BTA to accept and most advantageous to its program with price and other factors considered. BTA will employ a procurement methodology that provides for full and open competition. This solicitation is structured to provide for the maximum measure of competition among firms. BTA will consider the Proposer's qualifications, experience, fiscal stability and resources, contractor integrity, record of compliance with public policy, record of past performance, technical and financial resources, as well as, price.

BTA will accept proposals from qualified service providers, and seeks to make its selection or selections on the basis of the quality and cost for the provision of the identified services. Technical competence to provide for the professional management, operation of the public transit services and vehicle maintenance is of paramount concern.

The Purchase of Services Agreement entered into after the selection of Contractor will be based upon the initial Purchase of Services Contract (Agreement) (Attachment 7). The initial form of Agreement describes the scope of services which BTA seeks. Proposers should base their proposals on this initial form of Agreement. BTA anticipates and expects that Proposers will use their professional judgment and expertise in composing and submitting the Proposal and that the services offered may differ and in certain instances exceed the services described initially. By way of clarification, Proposers are not bound by the specific scope of services provided for in the initial form of Agreement.

OVERVIEW OF SERVICES TO BE PROVIDED

In general, the Contractor shall be required to manage and operate fixed route bus service within the City of Butler, Butler Township, and in adjoining communities. BTA owns fixed route vehicles and the Contractor shall be required to lease and maintain the vehicles. The successful Proposer will enter into negotiations with BTA and the services will be described in the final Purchase of Services Agreement entered into with Contractor.

PROJECT FUNDING

The contract/agreement resulting from this procurement will be subject to financial assistance grants between BTA and the following departments, where applicable: the U.S. Department of Transportation, the Federal Transit Administration (FTA), the Pennsylvania Department of Transportation (PennDOT) and the Butler Transit Authority. BTA is bound by the terms of the funders and all proposals are expressly conditioned upon the approval and release of those funds. State and Federal funding comes with significant rules and regulations, which necessarily pass through and apply to the contractors as well.

The Purchase of Services Agreement resulting from the selection of contractor may be subject to financial assistance grants. Contractor will be required to comply with all applicable laws and regulations, including those imposed by the above funding sources, throughout the term of the contract. The Purchase of Services Agreement is at all times subject to the requirements of the grants and the obligation of BTA to

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perform its obligations is at all times dependent upon the availability of the funding these grants provide. BTA will be bound by the terms of this RFP and any resulting agreement only to the extent that funds are available and compliance is feasible.

All Proposers should carefully review, and base their Proposals on, the initial Purchase of Services Agreement, as well as all attachments and other information provided in this RFP.

SUBCONTRACTING

The successful firm or firms selected shall not subcontract any portion of their contract to any other individual or firm without the expressed written consent of BTA. Proposals that include subcontracting services shall identify all subcontractors and shall outline in detail the extent of the work to be subcontracted. BTA may request additional information relative to the subcontract prior to any selection. Ultimate approval of the subcontract and subcontractor is at the discretion of the BTA.

RFP AS EXCLUSIVE BASIS OF PROPOSAL

Proposers shall use this RFP as the exclusive basis for preparing a Proposal. Any information or understandings, verbal or written, which are not contained either in this RFP or in subsequent written addenda to this RFP, should not be considered in preparing a Proposal. All questions concerning this RFP must be in writing. If any question submitted makes necessary the issuance of an addendum, the addendum will be furnished to all parties who completed and submitted a Potential Proposer Interest Confirmation Form, provided at the beginning of this document. All questions relating to this RFP must be addressed to: John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001, Phone (724) 283-0445, extension 216, Facsimile (724) 283-1201, jpaul@butlertransit.com.

OVERVIEW OF SCOPE OF WORK AND CONTRACT AND TERMS

All Proposers should carefully review, and base their proposal on, this document and the initial Purchase of Services Agreement (Attachment 7), and all Attachments and Addenda to this RFP.

The successful Proposer will be expected to enter into a final Purchase of Services Agreement which contains the scope of work, as well as all Addenda issued, executed applicable Federal, State and BTA Clauses and Certifications, and the requirements contained within this Request for Proposal. The final Purchase of Services Agreement will be based upon the initial Agreement contained in this RFP, but Proposers may propose an alternative provision intended to address an issue of concern or provision within the Agreement, and shall negotiate in good faith with BTA as to the final language of the contract with respect to that issue or provision.

The term of any contract awarded as a result of this RFP shall be for a period beginning July 1, 2022 and ending June 30, 2025. BTA is proposing to award a three (3) year contract with two (2) one-year renewal options at BTA's sole discretion. Extensions are not guaranteed, and BTA may elect to re-solicit for any year of service after June 30, 2025.

Proposers will be proposing on the provision of fixed route and maintenance related services on a price-per-scheduled-revenue-vehicle-hour basis. Fixed route services currently being provided by BTA, which shall be subject to change by BTA during the contract term at its sole discretion.

The fares and fare mechanisms for fixed route service shall be subject to change by BTA during the contract term at its sole discretion. The current base fare is \$1.25, children 7-12 ride for \$.75. Through the Pennsylvania State Lottery Program, seniors (age 65 and older) can ride free with the appropriate documentation. Children six years and younger can ride free when travelling with an adult. Transfers are \$.25. BTA has a contract with Butler County Community College that enables their students to ride BTA's

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transportation at a discounted rate. BTA's fare mechanisms include 12-trip passes, 1-day pass, 7-day pass and 25-day passes.

BTA will lease to the successful Proposer vehicles for the operation of services identified in Attachment 3. BTA-owned vehicles will be used by Contractor solely to provide transit service in accordance with the contract between Contractor and BTA. BTA vehicles are not to be used for the purpose of transporting Contractor's employees from the administrative offices to the terminal, and any necessary or desired transportation to and from the terminal shall be arranged by Contractor and with Contractor's vehicles.

BTA will provide maintenance and storage areas for the identified vehicles. Other equipment that BTA will provide to the successful Proposer includes: fareboxes, farebox vaults, radios, cameras, headsigns, voice announcement system, and AVAIL Automatic Vehicle Locators (AVL), and bike racks. BTA will provide a facility with lifts, necessary tools, and equipment to maintain vehicles and make repairs.

Proposers may make an appointment to inspect the vehicles and equipment by contacting: John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001, Phone (724) 283-0445, extension 216, Facsimile (724) 283-1201, jpaul@butlertransit.com.

BTA routinely replaces vehicles and equipment as they reach the end of their normal service lives or if they are irreparably damaged, and, from time to time, purchases additional vehicles as necessary, all as governed by federal and state regulations. Replacements and new purchases are dependent upon capital funding availability and, even when capital funds are available, the decision to purchase replacement and new vehicles will be made by BTA at its sole discretion.

The Contractor will be provided Diesel fueling cards to fuel BTA's fixed route vehicles. Currently, fuel cards remain in the vehicles and not with the operators. The Contractor is required to manage the fuel cards and operators' usage of them. Contractor shall assure that any fuel purchased using the cards is exclusively for vehicles providing BTA transit service. BTA will not pay fuel costs of support vehicles. The Contractor will be required to develop a fuel procedure that is approved by BTA and includes a provision that vehicles must be fueled before or after an operator's run and not while the vehicle is in revenue service. Contractor's proposal must include a description of the Contractor's proposed method of complying with that assurance.

BTA has onsite CNG Fueling for the three CNG buses.

The Contractor will assume full responsibility for the employment and compensation of personnel necessary for the maintenance and operation of the transportation vehicles and such personnel shall be the employees of the Contractor. All income tax, payroll deductions and payment of all Federal, State, and local taxes including FICA shall be the sole responsibility of the Contractor. BTA will provide a cell phone for each bus for emergency communication. The Contractor shall indemnify and hold BTA harmless from all claims of Federal, State, and local governments for failure to make/and or remit the proper income taxes and FICA payroll deductions.

The Contractor shall have the full responsibility for training any personnel utilized in its operation under the Purchase of Services Agreement. All drivers must possess proper driver's licenses and the Contractor shall be responsible for confirmation of such licenses. The Contractor shall establish a policy related to driver performance, approved by BTA, and such policy shall be conveyed to drivers. Knowledge of, and compliance with, all BTA policies is the responsibility of the Contractor and each of its employees or drivers. Between one and three vehicles will be made available to an incoming contractor to perform training during the startup period, based on availability when vehicles are not in service or under maintenance.

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PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in order to gain additional clarification and further insight into this procurement; disclose any ambiguities, errors or omissions in this RFP; and/or to provide additional information. At the conference, BTA will entertain questions related to the RFP process and the criteria for selection. Discussion of the terms of a Purchase of Services Agreement will not be appropriate at this meeting and will be prohibited.

While strongly recommended, attendance at this Pre-proposal Conference is not required as a condition for submitting a proposal. The Pre-proposal Conference will be held at BTA, 130 Hollywood Drive, Suite 101, Butler, PA at 1:30 p.m. on December 17, 2021.

All questions asked at the pre-proposal conference must be submitted in writing to John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001, Phone (724) 283-0445, extension 216, Facsimile (724) 283-1201, jpaul@butlertransit.com. Questions must be received by BTA no later than 3:00 p.m. (EST) on December 30, 2021. Any additional questions will be entertained at the sole discretion of BTA.

VEHICLE INSPECTIONS

Proposers may request the opportunity to inspect the vehicles and equipment currently in use in connection with the fixed route public transportation services. Any proposer wishing to do so may contact John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001, Phone (724) 283-0445, extension 216, Facsimile (724) 283-1201, jpaul@butlertransit.com. Such appointments shall be scheduled at the convenience of BTA.

REQUESTS, COMMENTS, QUESTIONS, CLARIFICATIONS

All questions, comments, requests for information or clarifications regarding this RFP, other than those presented at the pre-proposal conference must be submitted in writing and directed to the designated BTA representative identified below no later than 3:00 p.m. EST, December 30, 2021. All questions, comments, requests for information or clarifications must be written and should include the specific RFP section, if applicable, and the identity of the sender, company, mailing address, telephone number, and e-mail address. Email is the preferred method for submitting questions to jpaul@butlertransit.com.

Amendments and addendums to this RFP will be furnished to all parties receiving a copy of this RFP who have submitted a "Potential Proposer Interest Confirmation Form."

All responses to questions submitted to BTA shall be answered by January 12, 2022 by written amendment issued to all persons that requested the RFP and submitted a Potential Proposer Interest Confirmation Form. No oral responses provided during the vehicle inspection or at the pre-proposal conference are binding on BTA. BTA shall be the sole judge of whether an answer is sufficiently clear.

The following individual is hereby designated as the single point of contact for all purposes in connection with this RFP: John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001, Phone (724) 283-0445, extension 216, Facsimile (724) 283-1201, jpaul@butlertransit.com.

MODIFICATIONS, AMENDMENTS, ADDENDUMS AND DEVIATIONS TO RFP

BTA reserves the right to make modifications, amendments or addendums to this RFP, either at the request of a Proposer or upon BTA's own initiative. If BTA determines that it is appropriate to revise any portion of this RFP, it will issue a written amendment or written Addendum to the RFP. Proposers are required to submit the "Acknowledgment of Receipt of Amendments and Addenda" form that is located

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in Attachment 6. This form is to be submitted whether or not any addenda are issued. Acknowledged receipt of each amendment and/or addendum must be clearly established and included with the Proposal using the form. Proposers are required to acknowledge each amendment and/or addendum. If an amendment or addendum requires significant changes in the Scope of Work to be performed under the Contract, the date for receipt of proposals may be postponed at BTA's discretion.

The provisions contained in this RFP, unless modified by written addendum or written Amendment, will bind Proposers. Requests for modifications or deviations to the RFP must be addressed during the Pre-Proposal Conference. Such requests must describe in detail the modification or deviation requested and the reason for the request. BTA will provide a written response to the request to all prospective Proposers when furnishing the Pre-Proposal Conferences Minutes and Answers by January 12, 2022. BTA's decision concerning requests for modifications or changes shall be final.

WITHDRAW OR MODIFICATION OF PROPOSAL

All Proposals shall be valid for ninety (90) days after the Proposal opening date. Prior to the date and time Proposal are due, Proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written or facsimile notice.

If Proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the Proposal. Written or facsimile notices shall be addressed to John Paul, Executive Director, 130 Hollywood Drive, Suite 101, Butler, PA 16001 or sent via facsimile (724) 283-1201 no later than the exact due date and time.

RIGHT OF ACCEPTANCE OR REJECTION

BTA expressly reserves the right to reject any and all Proposals, in total or in part, to cancel and re-solicit, to terminate the request-for-proposal process, to re-solicit the desired services by the same or alternate method of solicitation, and to cancel the solicitation and self-perform.

BTA further reserves the right to waive any irregularity or informality in any proposal and in the solicitation and selection process or procedure. BTA shall be the sole judge in determining whether acceptance of a proposal is in its best interests and is the most advantageous to its program and whether a proposal is responsive to this RFP.

CONFIDENTIAL INFORMATION

All proposals received become the exclusive property of BTA. The laws of the Commonwealth of Pennsylvania govern access to government records. Except as otherwise required by the Commonwealth of Pennsylvania, BTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposals, submittals and other documents. Any such proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Proposer may submit proprietary information, trade secrets or confidential commercial and financial information, which the Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an attachment to the Proposal.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without

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justification may be released pursuant to a “Right to Know” request. BTA shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of BTA its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Proposer.

BTA shall employ sound business practices, no less diligent than those used by BTA to protect its own confidential information, to protect the confidence of all documentation, manuals, data, and other information and material provided by Proposers that contain confidential commercial or financial information, trade secrets or proprietary information, as defined in or pursuant to the laws of the Commonwealth of Pennsylvania, against disclosure of such information and material to third parties except as permitted by this RFP, and the Proposer shall indemnify BTA for any legal expenses incurred.

The Commonwealth of Pennsylvania has adopted a “Right to Know” law requiring the disclosure to members of the public certain information. BTA cannot guarantee that a Proposer’s request to keep confidential what the Proposer deems “proprietary, trade secret, or confidential commercial or financial information” will be sufficient to prevent disclosure.

SUBMISSION OF PROPOSAL AND REVIEW PROCESS

Each Proposer is to bear its own costs in connection with the preparation and submission of a proposal, and the conduct of negotiations incidental to the execution of a Purchase of Services Agreement. BTA has no responsibility or liability for any costs incurred by a Proposer in connection with the negotiation or execution of an Agreement. There is no requirement of a bid or proposal guarantee in connection with this RFP.

Proposals received and reviewed by BTA shall, to the extent permissible under applicable law, be treated confidentially as set forth in “Confidential Information” section of this RFP. Proposers may designate cost information as confidential and proprietary. The content of the successful proposal or proposals, to the extent expressly incorporated in the final Purchase of Services Agreement, shall be made public at the time the Agreement is fully executed.

Proposals will be received by BTA Office at 130 Hollywood Drive, Suite 101, Butler, PA 16001, until 3:00 p.m., January 28, 2022. Proposals received after the above scheduled opening time and date will not be opened and will be returned to Proposer. Faxed or emailed proposals are not acceptable.

Proposals shall be submitted on the forms furnished herein (when specified), shall be completed in ink or typed, and shall be manually signed. If erasures or other changes appear on the forms, the person signing the Proposal shall initial each erasure or change. If a Proposal is from an individual or sole proprietorship, that individual shall sign the Proposal. A Proposal by a partnership shall be executed in the partnership name and signed by a partner with the official address of the partnership shown below the signature. A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary. A Proposal submitted by a joint venture shall list the name of the joint venture and the mailing address, and shall be executed by all joint ventures in the same manner as if they were individually submitting Proposals. The signature portion of the Proposal form shall be altered as needed for execution by all parties associated with the joint venture.

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Proposals shall be typed or printed clearly on 8 1/2 x 11 inch paper with normal margins, single-spaced. An original and Five (5) copies should be provided.

The proposals submitted in response to this RFP should address all items described herein. The content of the proposals required herein shall form the basis of the criteria for award. Proposals shall be appropriately signed by an authorized representative of the Proposer, must be submitted in a sealed envelope or package and contain technical and cost proposals. Proposal envelopes for each section must clearly identify the RFP name "Fixed Route Transportation and Maintenance Related Services," the RFP Section (Part I - Technical Proposal or Part II - Cost Proposal) and the Proposer's name and address. There are two parts of the proposal, Part I - Technical Proposal and Part II - Cost Proposal. Submit one copy of each section, marked as the original, and five (5) complete copies. Proposal envelopes must clearly identify the RFP name "Fixed Route Transportation and Maintenance Related Services," and the Proposer's name and address.

Proposals must be submitted in accordance with the instructions and requirements given in this RFP. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and being rejected.

BTA seeks to enter into a Purchase of Services Agreement with Contractor for a term of at least three (3) years beginning on or about July 1, 2022. Two one-year renewal options are also proposed and are at BTA's sole discretion. Proposers should address the contract term proposed, including additional option years beyond June 30, 2025. Option years extending beyond two years, for a total of more than five years are subject to FTA approval. Extensions are not guaranteed. BTA may elect to re-solicit for any year of service after June 30, 2025.

Proposals will be reviewed by BTA on the basis of Proposal Evaluation Criteria set forth hereinafter. BTA reserves the right to secure the advice of consultants in evaluating the Proposals and to adopt reasonable methods for the evaluation that suit the needs and requirements of BTA.

BTA may conduct interviews of and receive oral presentations from one or more of the Proposers, which interviews and presentations will be conducted separately. Reasonable notice will be afforded as to the date, time and place for any interviews scheduled.

BTA may seek additional information concerning the content of one or more of the proposals received. Requests for additional information may be made verbally in person or telephonically, or in written or electronic communications.

Negotiations may be conducted with one or more of the Proposers following the receipt of proposals. The negotiations may be directed toward modification of the content of a proposal, a change in the contractual terms and conditions proposed, or other matters appropriately considered by BTA in the course of the solicitation.

In completing the Cost Proposal, Proposers should utilize the information contained in this RFP, addenda and attachments, including the initial Purchase of Services Agreement. Cost information may be designated by Proposers as confidential. Costs are to be inclusive of all requirements in force as of the date of this RFP.

Inquiries regarding this RFP or information regarding procurement procedures and/or proposal submission must be made in writing and submitted to John Paul, jpaul@butlertransit.com, 130 Hollywood Drive, Suite 101, Butler, PA 16001, or presented at the Pre-Proposal Conference to be held on December 15 | Page

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17, 2021. If any question submitted makes necessary the issuance of an addendum, the addendum will be furnished to all parties receiving a copy of this RFP and who have submitted a Potential Proposer Interest Confirmation Form.

PROPOSAL CONTENTS

All Proposers must submit a Potential Proposer Interest Confirmation Form.

Proposals shall contain the following:

- Completed and executed Transmittal Letter, Form and Certification (Attachment 1)
- Technical Proposal
- Cost Proposal (Attachment 2)
- Properly executed clauses and certificates (see attachments)

All documents submitted in response to this RFP shall be kept confidential to the extent allowed by law.

EVALUATION AND AWARD

BTA will establish a committee (Evaluation Committee) to review and evaluate the Proposals. The evaluation committee may be composed of employees of BTA, consultants, BTA peers, other professionals. The composition of the committee is at the sole discretion of BTA.

The evaluative process set forth in this RFP is intended to permit BTA to identify which proposal or proposals are in the best interests of BTA to accept and the most advantageous to its program. Variation in the terms and conditions of the contract being proposed shall not be deemed to make such proposals nonresponsive. BTA will adhere to the requirements promulgated by the Federal Transit Administration (FTA), Circular 4220.1F. BTA is prohibited from giving geographic preferences. See FTA Circular 4220.1F.

The successful Proposer or Proposers will be expected to enter into a Purchase of Services Agreement after the evaluation of the proposals received, the holding of interviews and presentations, and the completion of negotiations. The initial Purchase of Services Agreement is provided as Attachment 7.

BTA will only award a contract to a firm which BTA has determined to be a responsible contractor. See FTA Circular 4220.1F. Proposers shall furnish adequate documentation, as determined by BTA, either with its Technical Proposal or within five (5) days of receipt of BTA's written request, to permit BTA to determine the Proposer's responsibility. A responsible contractor is one that meets all of the requirements of the RFP and associated attachments, proposed a reasonable price, and meets the following standards:

- A. Has adequate financial resources, or the ability to obtain such resources, as required for the satisfactory performance and completion of the contract;
- B. Provides adequate security (i.e., insurance and bonds), if required by the terms of the solicitation, to insure contract completion;
- C. Is able to comply with the required proposed delivery and/or performance schedule;
- D. Has a satisfactory performance record in operating fixed route public transportation and maintenance related services;
- E. Has a satisfactory record or reputation of integrity; and
- F. Has the necessary skill and experience required and desired by BTA.

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EVALUATION STANDARDS AND SCORING CRITERIA

This is a proposal and not a bid. While price is important, it is by no means the only measurement utilized in determining an award. The proposals will be evaluated in terms of best value where a combination of price and qualitative components will be considered as well as the Proposer’s commitment to, and ability to provide, quality service. BTA shall evaluate the Proposals for completeness and assess Technical and Cost proposals, information gained from interviews if conducted as well as any and all additional submittals and other factors identified in this RFP and as permitted by applicable law, and shall select on the basis of the best interests of, and advantage to the program of, BTA a service provider or providers to render the requested Fixed Route Public Transportation and Maintenance Related Services.

The Evaluation Committee will review all proposals for completeness and then score. Proposals will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Criteria to be considered in evaluation include the following:

<p><i>Administration and Operations Capabilities</i> The ability to successfully perform the work outlined in the RFP and the overall quality of the service delivery and maintenance programs, policies and procedures including:</p> <ul style="list-style-type: none">• Policies, procedures, rules• Hiring• Training• Staffing• Fare collection• Data collection and data integrity• Reporting	<p>35% 0 to 35 points</p>
<p><i>Project Experience and References</i> Experience of Proposer and references including:</p> <ul style="list-style-type: none">• Demonstrated experience in providing similar transportation and maintenance related services.	<p>30% 0 to 30 points</p>

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<ul style="list-style-type: none"> • Years in business and years of experience in satisfactorily providing fixed route public transit service and vehicle maintenance. • Quality and level of experience providing similar services. • Operational competency. • Past performance in similar operations. • References. • Qualifications and experience of the proposed staff including operations, maintenance, safety, security and administrative personnel. • Record/history of integrity and compliance with public policy. • Financial strength and resources. • Technical resources. 	
<p>Price Proposal The price proposal score will be calculated on the total proposed contract price. The Proposer with the lowest total price will receive the maximum score (30 points) and the scoring of the others will be based on a ratio of their price to the lowest price.</p>	<p style="text-align: center;">30%</p> <p style="text-align: center;">0 to 30 points</p>
<p>Value-added services and special benefits offered Any value-added and/or special benefits Proposer includes in its Proposal.</p>	<p style="text-align: center;">5%</p> <p style="text-align: center;">0 to 5 points</p>

PART I: TECHNICAL PROPOSAL

The Technical Proposal should not exceed thirty (30) pages, exclusive of resumes, general corporate and company brochures and literature, manuals and required attachments.

Part I: Technical Proposal shall include but shall not be limited to, the following information that demonstrates Proposer's technical competence to provide the requested services:

- A. Proposed plan for the daily delivery of public transportation fixed route services.
- B. Proposed plan for maintenance delivery plan including the means in which all necessary maintenance work will be completed on all BTA assets.
- C. Professional capabilities:
 - the number of years Proposer has been in the public transportation business
 - a summary of recent and relevant experience in providing fixed route transportation and maintenance related services including performance measures
 - list of entities for whom Proposer has performed similar transportation and maintenance related services in the past ten years
 - a minimum of three business references who can offer information about the Proposer's experience and past performance in similar work products, include the business name, contact name, telephone number, and e-mail address
 - a chart of the organization identifying all key personnel, with resumes, identifying their education, qualifications, credentials, experience, and accomplishments for each
- D. Contractor integrity and responsibility
 - provide information regarding Proposer's integrity, record of compliance with public policy, record of past performance and technical and financial resources

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- E. Transportation and maintenance services oversight, management and supervision:
- describe supervision of operations and maintenance personnel as well as on-street supervision
 - describe supervision and oversight of transportation programs and functions
 - day-to-day operation of BTA vehicles
 - dispatching
 - operator daily assignments
 - schedule adherence
 - adherence to route design
 - customer service
 - safety and security
 - disciplinary procedures
 - describe supervision and oversight of maintenance programs and functions
 - describe preventative maintenance programs
 - day-to-day maintenance of BTA vehicles
 - disciplinary procedures
 - describe key performance monitoring processes and practices including reports to BTA as well as how the Proposer measures and reports efficiency, effectiveness and productivity such as on-time performance, preventative maintenance, vehicle cleanliness, on-time vehicle inspections, fuel usage, fare collection, ADA compliance, customer satisfaction, period of time that buses are disabled awaiting repairs, time between vehicle breakdowns, schedule adherence and adherence to policies
- F. Describe safety and security policies and programs including: accident prevention, hours of service/fatigue rules, emergency preparation/preparedness, accident response, accident investigation and accident reporting documentation procedures.
- G. Describe key programs and policies including drug and alcohol testing, driver’s license, cell phone and other electronic equipment usage, customer service, tobacco and smokeless tobacco products, vehicle maintenance, hiring, Americans with Disability Act (operations, maintenance, employment, and customers), Title VI, discrimination and sexual harassment. The programs must be compliant with any and all federal state and local regulations and when applicable, programs subject to regulations, the Proposer must permit any authorized governmental representative or its operating administrations, or BTA to inspect its operations, its records and review processes associated with the implementation of regulated programs (i.e. the drug and alcohol testing program).
- H. Describe training programs including driver training and re-training.
- I. Describe willingness to adjust routes, add and delete routes, and transfer routes to other service providers (if applicable), all with corresponding adjustment in compensation, at the direction of BTA.
- J. Describe recruitment, retention and supervision of all personnel, including managers, supervisors, vehicle operators, mechanics and other maintenance personnel.
- K. Describe contract start up plan.
- L. Provide detailed description of maintenance program including:
- preventative maintenance to include intervals, levels and types of inspections
 - inspections
 - vehicle maintenance including running repairs, scheduled and unscheduled repairs or services, vehicle servicing, vehicle overhaul, tires, batteries, lubricants, unscheduled maintenance repairs and/or services processes
 - control and accounting of parts inventory levels

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- describe parts to be used - original equipment manufacturers (OEM) or after-market supplier
 - pre and post inspections' processes (operator and maintenance personnel procedures) including when vehicles are returned to revenue service
 - road call procedures
 - major components and repair processes to include whether repaired by Proposer or vendor (recommend manufacturer certified) that and the use of OEM or after-market parts.
 - description of accident repairs, vehicle painting, and graffiti removal
 - assistance with warranty claims for vehicles
 - description of the proposed vehicle cleaning process, including weekly, and monthly interior and exterior cleaning schedules
 - farebox maintenance
 - maintenance record keeping and reporting processes
 - key maintenance tools and equipment such as jacks, hoists/lifts, tire changing equipment
 - quality control process
- M. Describe fare collection and reconciliation processes including recording fares and tracking fareboxes and cash vaults.
- N. Describe Proposer's assistance in public relations, promotions and gathering onboard customer information including surveys and National Transit Database (NTD) information.
- O. Describe record-keeping, data collections and preparation of reports including but not limited to; accident reports, investigations, performance reports, NTD and PennDOT data, maintenance reports, vehicle maintenance logs, service standards, performance measures, and other required submittals. Record keeping must adhere to FTA and PennDOT definitions where applicable. Provide data integrity plan as well as examples of reports and invoices.
- P. Develop in conjunction with BTA an Operations Manual with key policies and procedures.
- Q. Describe plan for DBE and Small Business participation in BTA's contract (see Attachments 4 and 5)
- R. Indicate willingness to work with BTA on cooperative agreements with other counties, local municipalities, transit providers and/or transit authorities.
- S. Describe willingness to participate in designated public meetings and other meetings to provide information concerning the operation of transit services and regularly scheduled meetings between key representatives of the successful firm with BTA representatives.
- T. Describe customer service and complaint processes.
- U. Describe willingness to cooperation with BTA in meeting audit and other requirements of governmental agencies including FTA and PennDOT.
- V. Provide comments, exceptions, and modifications (if any) proposed in connection with the initial form of the Purchase of Services Agreement (Attachment7) – suggest alternative language addressing issues or topics.
- W. Describe financial capability of providing services, ability to furnish a performance bond or letter of credit and verify the ability to financially secure and maintain the amounts of insurance specified in the initial Purchase of Services Agreement (Attachment 7) and the willingness to indemnify BTA.
- X. Describe compliance with all federal, state and local laws and regulations.
- Y. Execute and submit all certification, clauses and forms contained in this RFP.
- Z. Describe any value-added services and/or special benefits that that the Proposer will offer to

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BTA beyond the core services requested. Describe how your firm will provide enhanced or complementary services that strengthen the partnership with BTA and improve overall performance.

PART II COST PROPOSAL

BTA will provide vehicles and other equipment designated and identified in the initial form of the Purchase of Services Agreement. Proposers are to complete the Cost Proposal Form in Attachment 2.

Part II Cost Proposal of the proposal shall be based on actual vehicle revenue hour (revenue hour) as defined by NTD and shall include but shall not be limited to, the following information:

- A. cost per revenue hour for each of the three years in the base contract
- B. cost per revenue hour for each option year
- C. rate per revenue hour detail breakdown for each of the three years in the base contract, separated by vehicle operations, vehicle maintenance, non-vehicle maintenance expense, general administrative overhead, insurance premium and other

The NTD defines actual vehicle revenue hours as the hours that vehicles travel while in revenue service. Vehicle revenue hours include: revenue service and layover/recovery time. Actual vehicle revenue hours exclude: deadhead, operator training, maintenance testing and school bus and charter services. In addition, revenue hour does not include operator meal breaks.

Please use the following definitions for the following five expense function categories: vehicle operations, revenue vehicle maintenance, non-vehicle maintenance, and general administration.

Vehicle Operations

- All activities associated with the following functional subcategories:
 - Transportation Administration and Support - All activities associated with transportation administration, revenue vehicle movement control and scheduling, including supervision and clerical support.
 - Revenue Vehicle Operation - All activities associated with revenue vehicle operation including moving revenue vehicles along routes while boarding and discharging passengers, deadheading, laying-over, moving operators to relief points, and assisting passenger loading.
 - Revenue Vehicle Movement Control – All activities associated with providing supervision and clerical support for revenue vehicle movement control activities; dispatching operators and vehicles from the operating station; monitoring transit operations in communications and control centers; supervising transit operations along transit routes; and, controlling the return of operators and vehicles to the operating station. These may be accomplished by conventional means or through the use of advanced technologies.
 - Ticketing and Fare Collection - Activities associated with fare collection and counting activities including supervision and clerical support. Ticketing and fare collection includes distributing, selling and controlling of tickets, tokens and passes and pulling and transporting vaults to counting facilities (currently a local bank).
 - Scheduling of transportation operations – All activities associated with providing supervision and clerical support for scheduling activities; collecting data for schedule making; making schedules; cutting runs; and, furnishing schedule information (e.g., routes, miles, time and run definitions).
 - System Security - All activities associated with providing security to transit patrons and

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securing transit property including supervision and clerical support. System security includes patrolling revenue vehicles and passenger facilities during revenue operations; patrolling and controlling access to yards, buildings and structures; monitoring security devices and reporting security breaches.

Revenue Vehicle Maintenance

- All activities associated with revenue and non-revenue (service) vehicle maintenance, including: administration; inspection and maintenance; and, servicing (cleaning, fueling, etc.) vehicles. In addition, vehicle maintenance includes repairs due to vandalism and accident repairs of revenue vehicles.

General Administration

- All activities associated with the direct provision of public bus service and required maintenance including costs associated with transit service development, injuries and damages; safety; personnel administration; legal services; insurance; data processing; finance and accounting; customer service, and purchasing and stores.

Complete the cost table and ensure that details are provided all additional costs.

BTA will provide the Contractor with fuel cards to be used in the provision of the fixed route services. The Proposer should **not** include fuel in the cost table.

COST TABLE					
COST PER REVENUE HOUR (EXCLUDING COST OF FUEL)					
	BASE CONTRACT			POTENTIAL OPTION YEARS	
	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
	Cost per Revenue Hour	Cost per Revenue Hour	Cost per Revenue Hour	Cost per Revenue Hour	Cost per Revenue Hour
Vehicle Operations					
Vehicle Maintenance					
General Administration					
Overhead					
Insurance Premium					
Other*					
Total					

*Please provide details for other costs.

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PROTEST PROCEDURES

Any actual or prospective Proposer which believes it is aggrieved in connection with the solicitation or award of the contract may file a protest with BTA.

Protests alleging restrictive specifications or improprieties in the solicitation which are or should be apparent prior to the due date for the submission of proposals must be received no later than five (5) working days prior to the deadline for proposal submission. All other protests must be received within five (5) working days after the cause of the protest becomes known, or should have reasonably become known, to the Protester but in any event not later than five (5) working days after BTA has authorized the Award of the Contract.

A Proposer desiring to file a protest shall submit a written protest with BTA's Executive Director. The protest must include: the name and address of the Protester; a detailed and factual statement of the grounds for protest; supporting documentation; and the desired relief, action or ruling. BTA may request additional information from the Protester. Requested information and documents shall be submitted to BTA's Executive Director as expeditiously as possible, but in no case later than three (3) working days after receipt of such a request from BTA. The time limits must be strictly followed. The failure to adhere to the requirements of this Section of the RFP shall result in a forfeiture of the protest. BTA will not consider a protest or additional documentation that is not received by the Executive within these time periods.

A Protest Review Board consisting of the BTA Director, the City Business Administrator and Legal Counsel will consider all protests. A conference with the Protest Review Board on the merits of the protest may be held if the Protest Review Board deems such a conference to be necessary. Interested Parties may request and, at the discretion of the Protest Review Board, may be invited to attend the conference.

The Protest Review Board shall make a decision regarding the protest and send notice of that decision to the Protester within a reasonable time following receipt of the protest by BTA, or following the receipt of information and documents requested, whichever occurs later in time. The decision shall outline the factors upon which it is based. The decision of the Protest Review Board shall be final; BTA will consider no further appeals.

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) pursuant to the procedures provided in FTA Circular 4220.1F. Protesters shall file a protest with FTA not later than five days after a final decision is rendered under BTA protest procedure. BTA shall not award the Purchase of Services Agreement for five (5) days following its decision on a bid protest. After five (5) days, BTA shall confirm with FTA that FTA has not received a protest on the Contract. Protests shall be filed with FTA, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 with a concurrent copy to the BTA Executive Director.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

OTHER INFORMATION

Compensation

Compensation for the provision of fixed route and maintenance related services shall be determined on a cost-per-scheduled fixed route revenue hour, multiplied by the total scheduled hours/trips to be operated for each reporting month, and subject to adjustment of the actual vehicle revenue hours operated. BTA utilizes the NTD definition for actual vehicle revenue hours.

The NTD defines actual vehicle revenue hours as the hours that vehicles travel while in revenue service. Vehicle revenue hours include: revenue service and layover/recovery time. Actual vehicle revenue hours exclude: deadhead, operator training, maintenance testing and school bus and charter services. In addition, revenue hour does not include operator meal breaks.

The Contractor is required to document actual vehicle revenue hours operated each day and describe the reason for the difference between scheduled and actual (i.e. inclement weather, detour, missed trip, etc.).

Compensation for miscellaneous service shall be determined on an actual revenue hour basis.

The proposed cost-per-hour price DOES NOT include purchase of diesel, CNG or gasoline-type fuel.

Invoices

The Contractor is required to submit an invoice to BTA by the 5th day of the month following the month during which contracted services were performed. Invoices shall include reporting data that is required by BTA. A sample invoice will be provided to the successful Proposer prior to start-up. Failure to submit said invoice and the required reporting data shall be grounds to withhold upcoming payments to the Contractor by BTA.

Fare Collection

The Contractor will be responsible for collection of all passenger fares and deposit of all revenues. Contractor is required to document fares by route and ridership type. The Contractor must collect fares and follow control and farebox collection procedures established by BTA. In addition, BTA reserves the right to periodically inspect vehicles/contractor for proper farebox collection procedures. BTA reserves the right to revise fare collection procedures for farebox revenue.

Change in Revenue Vehicle Hours

If BTA decides to increase or decrease the number of actual vehicle revenue hours of fixed route transit services during the term of the contract by up to 25%, the agreed upon cost per fixed route scheduled revenue hour shall not change. Changes in excess of 25% will result in the parties renegotiating the cost per fixed route actual vehicle revenue hour.

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BTA Base Service Statistics

BTA’s goal for its future service is to improve its performance standards and, as such, the following statistics should not be viewed as acceptable standards of performance. The following is a summary of NTD data for fiscal year 2018-2019 (PRE-PANDEMIC) for BTA’s fixed route service.

Butler Transit Authority – Fixed Route Service	
Fiscal Year 2018-2019	BTA
Ridership	180,921
Vehicle Revenue Miles	163,965
Vehicle Revenue Hours	14,480
Vehicles in Maximum Service	4
Vehicles Available for Maximum Service	6
Fare Revenues	\$153,159
Average Fleet Age in Years	3

BTA Commuter Service Statistics

BTA’s goal for its future service is to improve its performance standards and, as such, the following statistics should not be viewed as acceptable standards of performance.

Butler Transit Authority – Fixed Route Service	
Fiscal Year 2018-2019	BTA
Ridership	28,552
Vehicle Revenue Miles	106,112
Vehicle Revenue Hours	4025
Vehicles in Maximum Service	4
Vehicles Available for Maximum Service	5
Fare Revenues	\$108,778
Average Fleet Age in Years	2

Butler/Pittsburgh Commuter Service

Daily Revenue Hours

Route	Rev. Hours Per Day
Route 1 Commuter Southbound AM	1.42
Route 2 Commuter Southbound AM	1.42
Route 2 Commuter Southbound PM	1.50
Route 3 Commuter Southbound AM	1.33
Route 3 Commuter Southbound PM	1.25
Route 4 Commuter Southbound AM	1.00
Total Projected by Weekday	7.92
Route 1 Commuter Northbound PM	1.58
Route 2 Commuter Northbound AM	1.5
Route 2 Commuter Northbound PM	1.75
Route 3 Commuter Northbound AM	1.17
Route 3 Commuter Northbound PM	1
Route 4 Commuter Northbound PM	1.25
Total Projected by Weekday	8.25

Holidays – Fixed-route transportation services will not be provided on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The equipment to be used for the service to Pittsburgh and returning to Butler is five (5) 45’ MCI CNG Coach Buses .

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ATTACHMENT 1 – PROPOSAL TRANSMITTAL LETTER, FORM AND CERTIFICATION

To: Butler Transit Authority

Proposal of _____ of Proposal of _____
 (Company)
 _____,
 (Street Address, City, State, Zip Code)

to furnish all goods and services necessary to carry out the fixed route transportation and related maintenance services in accordance with the RFP package, its attachments and any amendments, or addenda to this RFP package.

PROPOSER INFORMATION	
Proposer Name:	
Address of Principal Office:	
Telephone Number:	Facsimile Number:
E-Mail of Contact Person:	
Name of Primary Contact Person:	
Type of Organization: <input type="checkbox"/> Non-profit <input type="checkbox"/> Private <input type="checkbox"/> State/local government <input type="checkbox"/> Other, please specify _____	
Form of business organization: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other, please specify _____	
Names of principal owners (individual, shareholders possessing an interest greater than 5 %, all partners, etc.)	
State of incorporation or registration as a business organization:	
Registration as a foreign corporation (out-of-state corporations only):	
CERTIFICATION	
I, _____, am the person duly authorized to sign on behalf of my organization. I also acknowledge that the information in this proposal is a public record. To the best of my knowledge and belief, all data in this application is true and correct. My organization guarantees it can and will provide at a minimum all of the services set forth in Sections 2.1 and 2.3. My organization will comply with the applicable Certifications and Assurances and BTA requirements.	
_____ Signature of Authorized Representative	_____ Date
_____ Title of Authorized Representative	_____ Organization/Agency

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ATTACHMENT 2 – COST PROPOSAL FORM

Part II Cost Proposal of the proposal shall include but shall not be limited to, the following information:

- cost per revenue hour for each of the three years in the base contract
- cost per revenue hour for each option year
- rate per revenue hour detail breakdown for each of the three years in the base contract, separated by vehicle operations, vehicle maintenance, non-vehicle maintenance expense, general administrative overhead, insurance premium and other

Please use the following definitions for the following five expense function categories: vehicle operations, revenue vehicle maintenance, non-vehicle maintenance, and general administration.

Vehicle Operations

- All activities associated with the following functional subcategories:
- Transportation Administration and Support - All activities associated with transportation administration, revenue vehicle movement control and scheduling, including supervision and clerical support.
- Revenue Vehicle Operation - All activities associated with revenue vehicle operation including moving revenue vehicles along routes while boarding and discharging passengers, deadheading, laying-over, moving operators to relief points, and assisting passenger loading.
- Revenue Vehicle Movement Control – All activities associated with providing supervision and clerical support for revenue vehicle movement control activities; dispatching operators and vehicles from the operating station; monitoring transit operations in communications and control centers; supervising transit operations along transit routes; and, controlling the return of operators and vehicles to the operating station. These may be accomplished by conventional means or through the use of advanced technologies.
- Ticketing and Fare Collection - Activities associated with fare collection and counting activities including supervision and clerical support. Ticketing and fare collection includes distributing, selling and controlling of tickets, tokens and passes and pulling and transporting vaults to counting facilities (currently a local bank).
- Scheduling of transportation operations – All activities associated with providing supervision and clerical support for scheduling activities; collecting data for schedule making; making schedules; cutting runs; and, furnishing schedule information (e.g., routes, miles, time and run definitions).
- System Security - All activities associated with providing security to transit patrons and securing transit property including supervision and clerical support. System security includes patrolling revenue vehicles and passenger facilities during revenue operations; patrolling and controlling access to yards, buildings and structures; monitoring security devices and reporting security breaches.

Revenue Vehicle Maintenance

- All activities associated with revenue and non-revenue (service) vehicle maintenance, including: administration; inspection and maintenance; and, servicing (cleaning, fueling, etc.) vehicles. In addition, vehicle maintenance includes repairs due to vandalism and accident repairs of revenue vehicles.

General Administration

- All activities associated with the direct provision of public bus service and required maintenance including costs associated with transit service development, injuries and damages; safety; personnel administration; legal services; insurance; data processing; finance and accounting;

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customer service, and purchasing and stores.

Complete the cost table and ensure that details are provided and all additional costs.

BTA will provide the Contractor with fuel cards to be used in the provision of the fixed route services. The Proposer should **not** include fuel in the cost table.

COST TABLE					
COST PER REVENUE HOUR (EXCLUDING COST OF FUEL)					
	BASE CONTRACT			POTENTIAL OPTION YEARS	
	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
	Cost per Revenue Hour	Cost per Revenue Hour	Cost per Revenue Hour	COST PER REVENUE HOUR	COST PER REVENUE HOUR
Vehicle Operations					
Vehicle Maintenance					
General Administration Overhead					
Insurance Premium					
Other*					
Total					

*Please provide the details for other costs. Use a separate sheet of paper if necessary.

 Print Name of Authorized Official of Firm

 Signature of Authorized Official of Firm

 Title of Authorized Official of Firm

 Date

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ATTACHMENT 3 - CURRENT FIXED ROUTE BUS FLEET AND EQUIPMENT

The following tables summarize BTA's current fixed route fleet and equipment.

Fixed Route Fleet

Butler Transit Authority Vehicle Inventory as of 9/30/2021						
Vehicle Number	VIN Number	Year	Make	Fuel Type	Mileage	Vehicle Length
841	15GCA291371112533	2007	Gillig	Diesel	350862	30'
1701	15GGE3115H3093125	2017	Gillig	CNG	125956	30'
1702	15GGE3116H3093246	2017	Gillig	CNG	123838	30'
1703	15GGE3118H3093247	2017	Gillig	CNG	123769	30'
1904	15GGE3111K3093274	2019	Gillig	CNG	73469	30'
1905	15GGE3113K3093275	2019	Gillig	CNG	60655	30'
1906	15GGE3115K3093276	2019	Gillig	CNG	71372	30'
171	1M8PDM3A3HP014719	2017	MCI	CNG	106895	45'
172	1M8PDM3AXHP014720	2017	MCI	CNG	108948	45'
173	1M8PDM3A1HP014721	2017	MCI	CNG	132108	45'

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AVAIL Automatic Vehicle Locator Equipment

Avail AVL bus equipment includes:

Mobile Data Terminal (MDT's) - Model Number V530 (9 Units)

Vehicle Logic Unit (VLU) – IEB 1000-1 (8 Units)

Automated Passenger Counters (APCs) – DA-200 (7 Units)

Automated Announcement System – Annunciator – DADS-A1214-V (8 Units)

On-Board Signs – NXTP7X96M (8 Units)

BTA is part of the statewide Fixed Route Intelligent Transportation System (FRITS) project. AVL equipment will be updated first quarter of 2022.

Other Equipment

Each fixed route vehicle is equipped with Scheidt/Bachmann fareboxes with an internal cash vault, Luminator headsigns, two-way radios, cell phones and Transit Solutions Inc., cameras.

Extended warranties are maintained by BTA on the Avail system, Scheidt/Bachmann fareboxes, and cameras.

Bike Racks

BTA currently has bike racks on each of its fixed route vehicles and the Contractor will be required to train operators, as well as maintain the bike racks.

ATTACHMENT 4 - BTA DISADVANTAGE BUSINESS ENTERPRISE PROGRAM

BTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. BTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, BTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of BTA to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT -assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts; and,
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

BTA's goal for fiscal years 2022-2025 for its transit system procurements is 4.5% for Disadvantaged Business Enterprises (including Women in Business and Small Business Enterprises) in federally funded contracts.

The Executive Director has been delegated as the DBE Liaison Officer. In that capacity, the Executive Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by BTA in its financial assistance agreements with the Department of Transportation.

A Disadvantaged Business Enterprise (DBE) is any for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and its management and daily business operations must be controlled by one or more of the socially and economically disadvantaged individuals who own it.

A socially and economically disadvantaged individual is any person who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- Any individual who BTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.

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- Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged:
 - "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - Women; and
 - Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

For more information or questions, contact:

John Paul, Executive Director
130 Hollywood Drive
Suite 101
Butler, PA 16001
Phone (724) 283-0445, extension 216

ATTACHMENT 5 - BTA SMALL BUSINESS PARTICIPATION

BTA is committed to ensuring all businesses, specifically small businesses, receive adequate opportunities to participate in BTA's contracting, consulting and procurement activities. BTA fosters small business participation and it is race and gender neutral.

BTA actively seeks both DBE and non-DBE small businesses participation in a non-discriminatory and race-neutral manner in its contracts including encouraging Bidders on large contracts to identify and provide specific subcontracts appropriate for small business participation.

BTA utilizes the definitions and criteria for small businesses as described by the Pennsylvania Department of Transportation (PennDOT). The current definition is as follows:

1. "A for-profit business, owned by a U.S. citizen or lawfully admitted permanent resident of the U.S.;
2. A firm that does not exceed the Small Business Administration's size standards for the work they desire to perform; and
3. A firm whose average annual gross receipts for the three previous fiscal years does not exceed \$22.41 million.

BTA utilizes PennDOT's small business enterprise website (<https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>) that has a searchable function to identify and verify certified small businesses.

For more information or questions, contact:

John Paul, Executive Director
130 Hollywood Drive
Suite 101
Butler, PA 16001
Phone (724) 283-0445, extension 216

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ATTACHMENT 6 – REQUIRED FORMS, CERTIFICATIONS, CLAUSES AND ASSURANCES

Proposers are required to execute the affidavits, certifications, clauses and assurances that are contained in this Attachment (Attachment 6) and return with a proposal in full as part of a responsive Proposal. Failure to do so will result in the denial of your proposal. The following lists the required forms, certifications, clauses and assurances.

- Access to Records and Reports
- Acknowledgement of Receipt of Amendments and Addenda (submit whether or not any addenda are issued).
- Americans with Disabilities – Access, Accessibility and Nondiscrimination
- Buy America Requirements
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Charter Service Requirements
- Civil Rights (EEO, Title VI & ADA)
- Clean Air Requirements
- Clean Water Requirements
- Commonwealth of Pennsylvania Non-Discrimination/Sexual Harassment Clause
- Compliance with Laws and Regulations
- Contractor Integrity
- Disadvantage Business Enterprises (DBEs)
- Drug and Alcohol Testing Program
- Drug Free Workplace Requirements
- Energy Conservation Requirements
- Federal Changes
- Fly American Requirements
- Incorporation of Federal Transit Administration Terms
- Labor Standards
- Lobbying
- No Federal Government Obligations to Third-Parties
- Non-Collusion Affidavit
- Pennsylvania Open Record Clause
- Performance Bond
- Privacy Act
- Program Fraud and False or Fraudulent Statements and Related Acts
- Recovered/Recycled Products
- School Bus Requirements
- Steel Products Procurement Act of 1978
- Suspension and Debarment
- Termination
- Transit Employee Protective Provisions

The terms “Agency” or “FTA Recipient” or “Sub-Recipient” or “Grantee” shall refer to Butler Transit Authority as it relates to information contained in this Attachment 6.

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Access to Records and Reports

The Contractor agrees to provide Butler Transit Authority, 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.

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.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five 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 Butler Transit Authority, 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).

Print Name of Authorized Official of Firm

Signature of Authorized Official of Firm

Title of Authorized Official of Firm

Date

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Acknowledgement of Receipt of Amendments and Addenda

This form is to be submitted whether or not any amendments and/or addenda are issued. Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following amendments and/or addenda to the RFP:

Addendum/Amendment Number: _____, dated: _____

Addendum/Amendment Number: _____, dated: _____

Addendum/Amendment Number: _____, dated: _____

Addendum/Amendment Number: _____, dated: _____

Addendum/Amendment Number: _____, dated: _____

Addendum Number: _____, dated: _____

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Americans with Disabilities – Access, Accessibility and Nondiscrimination

Access Requirements for Persons with Disabilities - The bidder shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 11) U.S. ATCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- 12) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

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BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. 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.

Certification requirement for procurement of steel, iron, or manufactured products.

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 661.5.

_____	_____
Print Name of Authorized Official of Firm	Title of Authorized Official of Firm
_____	_____
Signature of Authorized Official of Firm	Date

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), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

_____	_____
Print Name of Authorized Official of Firm	Title of Authorized Official of Firm
_____	_____
Signature of Authorized Official of Firm	Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Butler Transit Authority (BTA) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to BTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration and the current list of suspended and debarred contractors issued by the Pennsylvania Department of General Services.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

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suspended, debarred, ineligible, or voluntarily- excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BTA may pursue available remedies including suspension and/or debarment.

10. 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 PARTICIPANT _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENT
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 41 U.S.C.

Contractor: _____

By: _____
Signature

State of _____ County of _____

SWORN to me before this _____ day of _____ 20 _____

Notary Public: _____

My Commission Expires: _____

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Charter Service Requirements

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Civil Rights (EEO, Title VI & ADA)

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 CFR 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 Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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- 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.
- 4) Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

REQUEST FOR PROPOSAL
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Clean Air Requirements

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 Butler Transit Authority and understands and agrees that Butler Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Clean Water Requirements

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 Butler Transit Authority and understands and agrees that Butler Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.

Print Name of Authorized Official of Firm

Signature of Authorized Official of Firm

Title of Authorized Official of Firm

Date

Commonwealth of Pennsylvania Non-discrimination/Sexual Harassment 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

*REQUEST FOR PROPOSAL
FIXED ROUTE TRANSPORTATION AND MAINTENANCE RELATED SERVICES*

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.

During the term of the Contract, Contractor agrees as follows:

- 1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Contract on account of gender, race, creed, or color.
- 3) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4) Butler Transit Authority may cancel or terminate this Contract, and all money due or to become due under this Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, Butler Transit Authority may proceed with debarment or suspension and may report such to the Commonwealth of Pennsylvania.

Print Name of Authorized Official of Firm

Signature of Authorized Official of Firm

Title of Authorized Official of Firm

Date

REQUEST FOR PROPOSAL
FIXED ROUTE TRANSPORTATION AND MAINTENANCE RELATED SERVICES

Compliance with Laws and Regulations

The Contractor agrees to comply with all laws and rules, and regulations of the United States, the Commonwealth of Pennsylvania, City of Butler and local municipalities relating directly or indirectly to the transportation and maintenance related services to be provided under this Contract.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Contractor Integrity

I, _____, hereinafter referred to as the Contractor, agree to and certify that:

1. DEFINITIONS

- a) "Confidential information" means information that is not public knowledge, or available to the public upon request, disclosure of which would have an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or Agency.
 - b) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or Agency, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, Agency shall be deemed to have consented by virtue of execution of this agreement.
 - c) "Contractor" means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.
 - d) "Financial Interest" means:
 - 2) Ownership of more than five (5%) percent interest in any business; or
 - 3) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e) "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or Agency.
 3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
 4. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner or the Commonwealth of Pennsylvania.
 5. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of Agency or the Commonwealth.
 6. Except with the consent of Agency and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

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7. Except with the consent of Agency and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify Agency in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with Agency or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, Agency (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with Agency or Commonwealth. These rights and remedies are in addition to those the Commonwealth or Agency may have under law, statute, regulations, otherwise.
12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or Agency except in the following instances:

(if None write NONE)

- 1.
- 2.

Contractor: _____

By: _____
Signature

State of _____ County of _____

SWORN to me before this _____ day of _____ 20_____

Notary Public: _____

My Commission Expires: _____

Disadvantaged Business Enterprises (DBEs)

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 .88%. A separate contract goal **has not** been established for this procurement.

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 contractor such other remedy as Butler Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

The contractor is required to pay its subcontractors, both DBE and non-DBE, 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 Butler Transit 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.

The contractor must promptly notify Butler Transit Authority, 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 Butler Transit Authority.

A list of DBE's certified in the Commonwealth of Pennsylvania can be found in the DBE Directory, which can be accessed at www.paucp.com.

Print Name of Authorized Official of Firm

Signature of Authorized Official of Firm

Title of Authorized Official of Firm

Date

Drug and Alcohol Testing Program

The Contractor agrees to establish and implement a Drug and Alcohol Testing Program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or Butler Transit Authority, to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing Program as required under 49 CFR Parts 655 and review the testing process. The Contractor shall submit a written drug and alcohol testing policy along with detailed procedures for implementing this policy including the identification of any third-party administrator and work such an administrator will perform on behalf of the Contractor for review and approval of Butler Transit Authority thirty (30) days prior to beginning service under the contract and thirty (30) days prior to the effective date of any revision to the Contractor’s policy. The Contractor agrees further to certify annually its compliance before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to Butler Transit Authority. To certify compliance, the Contractor shall use the Substance Abuse Certifications in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, which are published annually in the Federal Register. The Contractor shall include procedures for post accident testing as required by United States Department of Transportation regulations in the safety program.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless Butler Transit Authority from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys’ fees) incurred by Butler Transit Authority to the extent arising from Contractor’s violation or non-compliance with any certifications covered by this paragraph.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

REQUEST FOR PROPOSAL
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Drug Free Workplace Requirements

The Contractor agrees to adhere to the U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. and the Alcohol Misuse and Prohibited Drug Use provisions, FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The contractor agrees further to certify annually its compliance and to submit the Management Information System (MIS) reports before March 15 to the Agency.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Energy Conservation Requirements

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.

Print Name of Authorized Official of Firm

Signature of Authorized Official of Firm

Title of Authorized Official of Firm

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Federal Changes

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 Agreement between Butler Transit Authority 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 Contract.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

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Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Print Name of Authorized Official of Firm

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Signature of Authorized Official of Firm

Date

Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). Whether or not expressly set forth in preceding Contract provisions, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, and any amendments thereto, 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 preceding Agreement/Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Butler Transit Authority requests that would cause Butler Transit Authority to be in violation of the FTA terms and conditions.

Print Name of Authorized Official of Firm

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Labor Standards

Section 5333

Title 49 – United States Code (USC)

Prevailing Wage Requirement

The Secretary of Transportation shall ensure that laborers and mechanics employed by contractors and subcontractors in construction work financed with a grant or loan under this chapter be paid wages not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor under the Act of March 3, 1931 (known as the Davis-Bacon Act) (40 U.S.C. 276a—276a-5). The Secretary of Transportation may approve a grant or loan only after being assured that required labor standards will be maintained on the construction work. For a labor standard under this subsection, the Secretary of Labor has the same duties and powers stated in Reorganization Plan No. 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and Section 2 of the Act of June 13, 1934 (40 U.S.C. 276c).

Employee Protective Arrangements

As a condition of financial assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d) and (e), 5328, 5337, and 5338(j)(5) of this title, the interests of employees affected by the assistance shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. The agreement granting the assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d), and (e), 5328, 5337, and 5338(j)(5) shall specify the arrangements.

Arrangements under this subsection shall include provisions that may be necessary for:

- a) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;
- b) the continuation of collective bargaining rights;
- c) the protection of individual employees against a worsening of their positions related to employment;
- d) assurances of employment to employees of acquired mass transportation systems;
- e) assurances of priority of reemployment of employees whose employment is ended or who are laid off; and
- f) paid training or retraining programs.

Arrangements under this subsection shall provide benefits at least equal to benefits established under Section 11347 of this title.

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Lobbying

Byrd Anti-Lobbying Amendment

31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Butler Transit Authority. 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.

The undersigned Contractor 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 V.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.

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

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

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

No Federal Government Obligations to Third-Parties

Butler Transit Authority 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 Butler Transit Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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.

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Title of Authorized Official of Firm

Signature of Authorized Official of Firm

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*REQUEST FOR PROPOSAL
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Non-Collusion Affidavit

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

- 1) That I am the Bidder (if the Bidder is an individual), a partner in 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,
- 4) That I am not on the Comptroller General's List of Ineligible Contractors; and,
- 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 _____ 20 _____

Notary Public

My commission expires: _____ 20 _____

Bidders Employer Identification Number: _____ (As used on employer's quarterly Federal Tax Return)

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Pennsylvania Open Record Clause

In Compliance with Pennsylvania’s Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of Butler Transit Authority, after a bid is awarded.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

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Date

*REQUEST FOR PROPOSAL
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Performance Bond

Within thirty (30) days of award of this Contract, the Contractor shall furnish a Contract Performance to Butler Transit Authority. An acceptable surety company who is registered and duly authorized to do business in the Commonwealth of Pennsylvania shall execute this bond. The amount of the bond shall be equal to the product of three (3) full months of full fixed route hours (revenue hours) times the Contractor's hourly rate. An irrevocable letter of credit from a bank acceptable to Butler Transit Authority in the required amount and form is also acceptable. The condition of the bond shall be that the Contractor shall fully and faithfully perform all conditions of the Contract. The bond must be renewed annually and remain in effect during the life of this Contract.

Print Name of Authorized Official of Firm

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Signature of Authorized Official of Firm

Date

Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- 1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- 2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Print Name of Authorized Official of Firm

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Title of Authorized Official of Firm

Date

Program Fraud and False or Fraudulent Statements and Related Acts

- 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 CFR 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.

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Date

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Recovered/Recycled Products

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

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

REQUEST FOR PROPOSAL
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Steel Products Procurement Act of 1978

All steel and cast-iron products used or supplied in the performance of this Contract shall be products produced from steel made in the United States in conformity with the Commonwealth of Pennsylvania's Steel Products Procurement Act of 1978 (Act No. 3 of 1978, P.L. 6 [73 P.S. ¶ 1881 *et seq.*]) and in full conformity with the Buy America provisions of 49 U.S.C. ¶ 5323(j) and the applicable regulations in 49 CFR Part 661 unless the Bidder specifically sets forth any exceptions on its Bid Form.

Print Name of Authorized Official of Firm

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Suspension and Debarment

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 contractors, 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 Butler Transit Authority. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Butler Transit 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.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Termination

Termination for Convenience

Butler Transit Authority may cancel the Contract during the term of the Contract by notifying the Contractor in writing sixty (60) days prior to the proposed termination date, whether or not there has been any breach of the Contract. If funding becomes unavailable, Butler Transit Authority may terminate the Contract immediately, without the necessity of a 60-day notification. In the event of termination, only costs incurred in the provision of services to the termination date shall be applicable.

Termination for Cause

During the term of this Contract, either party may cancel this Contract by notifying the other party in writing sixty (60) days prior to the proposed termination date for failure by either party to fulfill its obligations in accordance with the provisions of the Contract.

If the Contractor is unable to carry out its obligations under the Contract for any reason, including but not limited to work stoppages, accidents, fire, flood, or any other reason, Butler Transit Authority may contract with another Contractor to perform the obligations of the Contractor under the Contract for so long as the Contractor is unable to perform its obligations.

Termination for Default

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in the contract, or any extension thereof, or if the Contractor fails to comply with any other provisions of this contract, Butler Transit Authority may terminate this contract for default. Butler Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Butler Transit Authority, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Butler Transit Authority shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under a Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Opportunity to Cure

Butler Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

*REQUEST FOR PROPOSAL
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Waiver of Remedies for any Breach

In the event that Butler Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Butler Transit Authority shall not limit Butler Transit Authority 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

Transit Employee Protective Provisions

The Contractor agrees to carry out the work under the Contract in compliance with the terms and conditions determined by the United States Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. Section 5333(b), the United States Department of Labor Guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the United States Department of Labor to the Federal Transit Administration applicable to Butler Transit Authority’s projects from which federal assistance is provided to support the work under this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that United States Department of Labor letter. Past and current federally funded projects have been certified by the United States Department of Labor by incorporating the Section 13(c) (now Section 5333(b)) Agreement, attached to this Contract as Exhibit F, into Butler Transit Authority’s grant agreements with the Federal Transit Administration. Butler Transit Authority anticipates that future certification letters required throughout the term of this Contract will also incorporate this agreement. In addition, the Contractor will cooperate fully in any negotiation by Butler Transit Authority, and will take all such other action reasonably requested by Butler Transit Authority, in connection with obtaining any other Section 5333(b) certifications during the term of the Contract, and will abide by and carry out all obligations and duties imposed on Butler Transit Authority by such other certifications.

This Contract may also be financed in part with federal assistance authorized by 49 U.S.C. Section 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the United States Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the United States Department of Labor or any revision thereto.

The Contract may also be financed in part with federal assistance authorized by 49 U.S.C. Section 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the United States Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the United States Department of Labor or any revision thereto.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless Butler Transit Authority from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys’ fees) incurred by Butler Transit Authority to the extent arising from Contractor’s violation or non-compliance with any Section 5333(b) certifications covered by this paragraph.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the Federal Transit Administration.

Print Name of Authorized Official of Firm

Signature of Authorized Official of Firm

Title of Authorized Official of Firm

Date

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Trafficking in Persons

Contractor agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, procure a commercial sex act during the period of time that the Recipient's Award is in effect, or use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

(See FTA Master Agreement Section 4(F))

Print Name of Authorized Official of Firm

Title of Authorized Official of Firm

Signature of Authorized Official of Firm

Date

REQUEST FOR PROPOSAL
FIXED ROUTE TRANSPORTATION AND MAINTENANCE RELATED SERVICES
ATTACHMENT 7 – INITIAL PURCHASE OF SERVICES CONTRACT/AGREEMENT

An example of the Initial Purchase of Services Contract/Agreement is in a separate file.