

Area Transportation Authority of North Central Pennsylvania

Multi-Agency Enterprise Resource Planning Software Procurement

REQUEST FOR PROPOSALS

RFP #1902ADP001

February 11, 2019

REQUEST FOR PROPOSALS

Notice is hereby given that the Area Transportation Authority of North Central Pennsylvania (ATA) as lead agency for a multi- transit agency consortium is requesting proposals for an Enterprise Resource Planning software system suitable for use in the public transit industry compatible with and able to fully integrate with existing transit operations software in use by consortium members.

Copies of the Request for Proposals (RFP) are available from ATA's office located at

Area Transportation Authority of North Central Pennsylvania
44 Transportation Center
Johnsonburg, Pa 15845

Requests for the solicitation package must be made in writing or email to ATA@rideATA.com

ATA assumes no responsibility for the availability of electronic communications including availability of email or fax transmission. Individuals are advised to follow-up by calling the office at 814-965-1211 if a response to a request has not been sent by ATA.

ATA's preferred method of transmission of documents is electronically to an email address provided by the interested party. Unless requested otherwise, the documents will be transmitted via email. A confirmation of receipt is required for transmission of documents. The documents may also be mailed via United States Postal Service (USPS) if requested by the interested party.

All offers and contracts are subject to all applicable state and federal laws and to a financial assistance contract between the Area Transportation Authority, the U.S. Department of Transportation Federal Transit Administration and the Pennsylvania Department of Transportation.

Contractors will be required to comply with all applicable Buy America, Non-Discrimination, Non-Collusion, Lobbying, Debarment and Contractor Integrity laws and regulations. Proposers must certify that they are not on the Comptroller General's list of ineligible contractors.

All proposals must be submitted in accordance with requirements set forth in the RFP, and must be received in ATA's solicitor's offices by **March 18, 2019 at 2:00 pm**. All questions and clarifications regarding this RFP should be addressed to ATA and must be received, in writing, by **March 4, 2019 at 2:00 pm**. All questions and clarifications postmarked after this time will be returned unopened. ATA will respond in writing by end of day on **March 11, 2019**.

ATA 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 subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award. ATA 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 ATA deems in its own best interest. The Proposals shall be valid for ninety (90) days from the date of submittal.

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

Michael E. Imbrogno, Chief Executive Officer

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PROPOSER'S CHECK LIST

Each proposal submitted shall include the items listed below. The following list is for convenience only. Proposers are entirely responsible for the submission of a properly executed proposal, and should carefully read the entire specification package in order to be fully aware of all requirements. Failure to comply in all respects may result in rejection of a proposal as non-responsive.

YES	NO	ITEM
		Cover Letter – Include names of Principals & DUNS/CAGE Numbers
		Exceptions Listing
		Conflict of Interest Statement
		Proposers Capability and Experience Statements, Including References
		Proposers Organization
		Milestone Tracking Chart
		Acknowledgment of Receipt of Addenda
		Price Proposal Form – Exhibit A
		Description of Enterprise Resource Planning Software, Equipment and Warranties – Exhibit B
		Exceptions or Deviation from Technical Specification - Exhibit C
		Sample Contract - Exhibit D
		Buy America Certification – Exhibit E
		Lobbying Certification – Exhibit F
		Debarment Certification – Exhibit G
		Non Collusion Certification – Exhibit H

DEFINITION OF TERMS

Whenever herein or in the contract document the following terms, or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

ATA. Area Transportation Authority of North Central Pennsylvania, as Procuring Agency, acting as agent for the Consortium.

Approved Equal. A phrase used to indicate ATA's approval of a proposed product/service/condition similar or superior in function, purpose, design and/or performance to that originally specified, as an acceptable alternate for proposals.

Authorized Signature. Signature of that person who is executing the contract on behalf of the Contractor and who is authorized to bind the organization to a contract.

Bid, Proposal and Offer. Used synonymously throughout this document.

Bidder, Proposer and Offeror Used synonymously throughout this document.

Consortium. For purposes of this solicitation, the Consortium is comprised of the following transit authorities or agencies. All references to ATA in this RFP shall also include all agencies participating in this procurement.

1. Altoona Metro Transit (AMTRAN)
2. Area Transportation Authority of North Central Pennsylvania (ATA)
3. Butler Transit Authority (BTA)
4. Crawford Area Transportation Authority (CATA)
5. Indiana County Transit Authority (ICTA)
6. County of Lackawanna Transit System (COLTS)
7. Schuylkill Transportation System (STS)
8. Transit Authority of Warren County (TAWC)

Contracting Officer. That person designated by ATA to enter into and administer this contract and make determinations and findings with regard to the contract on behalf of ATA.

Contractor. The successful proposer to whom a contract is awarded.

Defect. Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a unit to cease operating or causes it to operate in a degraded mode.

Deliverables. The goods and services to be provided by the Successful Proposer to ATA, following award of contract under this solicitation.

ERP – Enterprise Resource Planning software as an integrated communications system of software and hardware described in the technical specifications attached to this RFP.

Diverse business (DB) – A disadvantaged business, minority owned or woman-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization and is both an ECMS Business Partner and pre-qualified, if required. A DB firm may not qualify as a DBE firm.

Disadvantaged business Enterprise (DBE) – DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To qualify, DBE's must be certified by a Uniform Certification Program from the relevant state. In Pennsylvania, the Pennsylvania Unified Certification Program (PAUCP) must certify to the qualification of an entity as a DBE. A DBE firm may also qualify as a DB.

FTA. Federal Transit Administration (U.S. Department of Transportation).

GSA. (Federal) Government Services Administration.

Recipient or Subrecipient. Recipient of FTA-granted funds either directly from the Federal Transit Administration, or as a subrecipient through a grant for federal financial assistance with the Pennsylvania Department of Transportation.

Notice to Proceed. The written notice sent by ATA notifying the Contractor to proceed with the performance of the scope of work specified in the Agreement.

Procurement Officer. That person designated by ATA to manage the procurement process. During the pre-award phase, this is the sole point of contact for the procuring agency and consortium.

Project Manager. That person designated by the contracting agency to manage the implementation of the project within the Transit Agency/Consortium member.

Proposal, Contract and Award Form. Form provided by ATA, attached hereto for submission of the proposal, and, if such proposal is accepted, for the award of contract by ATA.

Related Defect. Damage inflicted on any component or subsystem as a direct result of a defect.

Request For Proposal (RFP). The complete assembly of related documents, whether attached or incorporated by reference, furnished by ATA for the purpose of soliciting proposals, including: the Request For Proposal; the Instructions To Proposers; Terms And Conditions; Specifications; "Proposal, Contract and Award" Form; Exhibits; Attachments; and Addenda, if any.

Specifications. The written description and statement of minimum required performance/features of the equipment and/or supplies to be provided by the proposer.

Successful Proposer. The proposer to whom ATA makes contract award.

Supplier. Used synonymously with "vendor" or "seller" or "offeror" or "proposer".

Third Party Participant. Contractor of the Area Transportation Authority relating to this contract.

Unit. Used synonymously throughout this document to refer to the item being specified by ATA for purchase.

Work. Any and all labor, supervision, services, materials, machines, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

PART 1 - INSTRUCTIONS TO PROPOSERS

1.1 INTRODUCTION

Intent - It is the intent of this Request for Proposal (RFP) to solicit competitive proposals for the purchase of an ERP system under a 5-year contract from a qualified supplier(s).

Objective – This proposal will enable ATA and other procuring agencies to purchase any or all components of the ERP system as best suits the needs and the budgets of the agency. This proposal will allow ATA to exercise and/or assign options in the future as grants are allocated.

Options – ATA has sole discretion to exercise/assign options for any portion of the eight ERP systems or components/modules thereof being procured over the contract term. Any options exercised by ATA will be reflected in an amendment to ATA contract. Assigned agencies will enter into individual contracts with the resulting contractor.

1.2 PERIOD OF OPERATION

The start date for the program/project is anticipated to be on June 6, 2019 and the completion date on or before June 6, 2024.

1.3 ATA Procurement Officer

The Chief Financial Officer, shall be responsible for the procurement process and shall monitor the successful Contractor's day-to-day performance of all necessary actions required for effective execution of contractual requirements.

Office: (814) 965-2111, ex 1220
 Fax: (814) 965-3053
 Email: ATA@rideATA.com

1.4 CONTRACTING OFFICER

The Chief Financial Officer serve as ATA's Contracting Officer for this contract. The Contracting Officer shall have authority to administer or terminate a contract, execute Change Orders, and make related determinations and findings, to the extent delegated by ATA. The Contracting Officer shall be responsible for ensuring the Contractor's compliance with the terms of the contract, and safeguarding the best interests of ATA.

Office: (814) 965-2111, ex 1210
 Fax: (814) 965-3053
 Email: ATA@rideATA.com

1.5 FUNDING

Financial support of this project is provided through anticipated financial assistance grants from either the Federal Transit Administration (FTA), Pennsylvania Department of Transportation (PADOT) and of ATA or consortium agencies. Any obligations of ATA or any member of the Consortium are contingent upon receipt of adequate funding.

1.6 SCHEDULED ACTIVITIES

To the extent achievable, the following tentative schedule shall govern the review, evaluation and award of the contract. ATA reserves the right to modify the dates below in accordance with its review process.

Activity	Anticipated Completion Date
Availability of RFP	February 11, 2019
Last day for questions/clarifications	March 4, 2019
Response to questions/clarifications	March 11, 2019
Deadline for receipt of proposal	March 18, 2019
Review of Proposals by Evaluation anticipated completion	March 29, 2019
Interviews/Discussions/Negotiations (tentative)	April 5, 2019
Receipt of Best and Final Offers (if requested)	April 12, 2019
Recommendation to Board	May 15, 2019
Anticipated Contract Award	May 20, 2019
Notice to Proceed	June 7, 2019

1.7 AMOUNTS/TYPES

Successful Proposer will furnish ATA or assigned transit properties a full ERP system or components of a full ERP system within the five year contract contained in the Technical Specifications and the certifications contained in Part 6 of this RFP. The vendor shall provide all labor, materials including software and hardware equipment and related expenses for implementation at no additional cost to ATA.

Each ERP system or component thereof, shall be provided pursuant to all specifications as stated herein and as contained in the Technical Specifications, the General Provisions and Federal Requirements and Information and Instructions to Proposers in this RFP.

The delivery address for each member of the Consortium is as follows:

Agency	Contact	Address
AMTRAN	Eric Wolf	3301 Fifth Avenue Altoona, PA 16602
Area Transportation Authority (ATA)	Michael Imbrogno	44 Transportation Center Johnsonburg, PA 15845
Butler Transit Authority (BTA)	John Paul	130 Hollywood Drive, Ste 101 Butler, PA 16001
Crawford Area Transportation Authority (CATA)	Timothy Geibel	214 Pine Street Meadville, PA 16335
Indiana County Transit Authority (ICTA)	John Kanyan	1657 Saltsburg Avenue Indiana, PA 15701
County of Lackawanna Transit System (COLTS)	Robert Fiume	800 North South Road Scranton, PA 18504
Schuylkill County Transportation Authority (STS)	Dave Bekisz	252 Industrial Park Road Saint Clair, PA 17970
Transit Authority of Warren County (TAWC)	Wendy Hollabaugh	42 Clark Street Warren, PA 16365

1.8 CONDITION OF PROPOSED ERP SYSTEM

The software shall be the most recent version tested and accepted by the vendor and any and all equipment provided to be used in conjunction with the software as part of the proposal shall be new and unused. The software shall be delivered fully operational and ready for field use with all necessary equipment and accessories.

1.9 DAMAGE BY CONTRACTOR

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials, or equipment, or from any act or omission not authorized by

these specifications on the part of the Contractor or any agent or person employed on the part of the Contractor or any agent or person employed by that person(s), shall be the responsibility of the Contractor.

1.10 SUMMARY OF ITEMS TO BE PROVIDED UPON DELIVERY:

The following items must be furnished by the successful Proposer upon delivery of the software.

All warranty certificates from the date of final acceptance
Maintenance and Support of the ERP for a period of ten years from the date of final acceptance

System and Component Instruction manuals (two original hard copy manuals and two copies in electronic form on flash drive.

1.11 DEVIATION OR EXCEPTIONS:

The Proposer is to provide a proposal that in all manner and ways meets the specifications of this procurement. Proposals may be submitted with exceptions to the specifications for consideration but which must be denoted separately and include an explanation of the necessity for each on the form entitled Exhibit B. Exceptions may be cause for rejection of a proposal. The ATA and Consortium members shall deem any proposal submitted to meet all of the specifications in all manner except for those which are submitted on an Exhibit B form. A separate form is required for each deviation or exception to a specified requirement. Failure to identify exceptions or deviations from the specifications is at the peril of the proposer. ATA reserves the right to negotiate modification to any exceptions with any Proposers within the competitive range. Proposals with accepted exceptions shall be evaluated in accordance with the Evaluation Criteria herein, which may result in a lower score.

1.12 CHANGE ORDERS:

ATA at any time by written order and without notice to the sureties may make changes within the general scope of any Contract awarded as a result of this RFP. If any such changes cause an increase or decrease in the cost of or the time required for performance under the Contract, an equitable adjustment shall be made by written modification to the Contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change.

1.13 REQUEST FOR PROPOSAL DEADLINE

The proposal, and all attachments, must be received in its required submission form at the office of the ATA Solicitor identified below, **by 2:00 p.m. on March 18, 2019**. The proposal must be in a sealed envelope, box, or appropriate package with the name and address of the Proposer, the project title: "ERP System", and closing date clearly marked on the outside. For the purposes of this proposal, the time specified will be as defined by the telephone console clock at the reception

desk of the offices of Meyer Wagner Brown and Kraus. Any proposal received after the above deadline may not be opened and considered for award.

Proposal must be mailed or delivered to:

Meyer Wagner Brown and Kraus
115 Lafayette Street,
Saint Marys, PA 15857

Without law or policy to the contrary, if the Proposer took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Proposer, but was the result of negligence by ATA, ATA reserves the right to accept such proposal.

1.14 PROPOSERS CONFERENCE

A Pre-Proposal Conference will not be held.

1.15 QUESTIONS RELATED TO RFP

The Proposer must carefully examine the specifications, terms and conditions expressed in the Request for Proposal and become fully informed as to the requirements set forth therein.

Questions or requests for clarifications or corrections related to this RFP must be submitted via email to the Procurement Officer by **March 4, 2019 at 2:00 pm**. (No further requests for clarification or objections to the proposal will be accepted or considered after this date.)

All such correspondence shall be sent via email to ATA@rideATA.com.

Any change in the Request for Proposal will be made only by written addendum, duly issued by ATA to each firm in receipt of the Request for Proposal. ATA will not be responsible for any other explanations or interpretations including any verbal statements by representatives of the consortium.

All inquiries shall be directed to the designated Procurement Officer only. Contact with any other Authority personnel or by Consortium partners by the Proposer is prohibited. Failure to comply with this request may be considered cause for rejection of your bid.

1.16 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of ATA, such information was intended to mislead ATA in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

1.17 WITHDRAWAL OR REVISION OF PROPOSALS

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, provided that the request for withdrawal or revision is in writing and executed by the Proposer's duly authorized representative. The request for withdrawal or revision for the proposal must be filed with ATA, before the deadline for receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Proposer to submit a new proposal, provided the Proposer can submit the new proposal by the deadline stated herein. After the deadline for receipt of proposals, no Proposer may withdraw its proposal for a minimum of ninety days (90).

1.18 SUBCONTRACTING

Any Proposer using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Proposer will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Proposer are the sole responsibility of the Proposer. Any contract that is entered into between the selected Proposer and the Subcontractor(s) shall contain all required contract provisions as stated in the RFP, and shall in no respect obligate ATA to the subcontracting party.

1.19 PUBLIC AGENCY PARTICIPATION/ASSIGNABILITY

The following are participating agencies in this procurement:

1. Altoona Metro Transit (AMTRAN)
2. Area Transportation Authority of North Central Pennsylvania (ATA)
3. Butler Transit Authority (BTA)
4. Crawford Area Transportation Authority (CATA)
5. Indiana County Transit Authority (ICTA)
6. County of Lackawanna Transit System (COLTS)
7. Schuylkill Transportation System (STS)
8. Transit Authority of Warren County (TAWC)

These agencies shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. ATA reserves the right to assign all or any portion of the ERP systems and its components awarded under this Contract. This assignment, should it occur, shall be agreed to by ATA and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to contractor for obligations.

ATA's right of assignment will remain in force over the five (5) year period or until completion of the contract to include options, whichever occurs first. ATA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

1.20 PROPOSAL AS CONTRACT

Each proposal shall be submitted with the understanding that acceptance in writing by ATA of the offer to furnish the software and equipment and related services described therein shall constitute a contract between the successful proposer and ATA, which shall bind the proposer to furnish and deliver the software and equipment and related services at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequently added or made a part thereof.

1.21 GENERAL TERMS AND CONDITIONS – CONTRACT AGREEMENT

The successful Proposer will be required to enter into a negotiated and final contract with ATA, specifically identifying the scope of work as well as ATA's general terms and conditions. All Proposers shall familiarize themselves completely with the contents and requirements of the contract. A sample contract is enclosed as Exhibit D.

PART 2 – PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT: COMPETITIVE NEGOTIATION

- A. Procurement will be made on a "competitive negotiated" basis.

The Competitive Negotiation method of procurement is an acknowledgment that, in addition to price and responsiveness to technical specifications, there are other factors which should be considered in the procurement process in order to determine which offer is in the best interest of ATA and allows the most efficient and economical use of public funds. It should also be understood that the *competitive negotiation* process is designed to ensure, to the maximum extent possible, that award will be made on a competitive basis.

- B. The contract will be awarded to the proposer whose proposal will be the most advantageous to ATA in terms of all evaluation criteria stated elsewhere in the RFP.
- C. Proposals will not be publicly opened and are strictly confidential to ATA. Detailed procedures for proposal evaluations and the steps leading to award follow.
- D. The basic steps in the competitive negotiation process are as follows:
1. ATA determines the relative importance of all the evaluation factors pertinent to the RFP and lists them in order of priority. This has been done and is reflected as the criteria provided in Part 4 of this RFP.
 2. ATA issues a Request For Proposals (RFP) containing specifications that describe the actual minimum needs and advising prospective proposers of the criteria upon which the proposals will be evaluated.
 3. By the date specified in the RFP, qualified proposers submit sealed proposals as outlined in Part 3.
 4. ATA reviews the Proposals to determine proposal compliance.
 5. ATA evaluates all compliant Proposals in accordance with the pre-established evaluation criteria.
 6. ATA will determine the "Competitive Range". The Competitive Range includes all proposals which have a reasonable chance of being selected for award, based upon a preliminary screening against the previously established evaluation criteria. When there is a doubt as to whether a proposal is within the competitive range, that doubt shall be resolved by the proposal's inclusion. Where the proposed price is not within the competitive range and clearly demonstrates a lack of

understanding on the part of the offeror, the Authority may disqualify the offer and the Proposer from further consideration.

7. ATA determines whether or not to carry out discussions with those proposers whose proposals are within the competitive range or to recommend an award of the contract without further discussion.
8. ATA may determine that it is in their best interest to conduct individual interviews with proposers determined to be within a competitive price, technical management and experience range to verify any unclear areas, discuss price options and, through questions and answers, assure that the contractor has a clear understanding of ATA requirements and expectations. After the presentations ATA may request a best and final or proceed into negotiations with the highest ranked proposer, based on ATA developed, evaluation criteria. Furthermore, ATA may elect to award a contract without further discussions or negotiations if ATA determines that the best technically acceptable proposal has been received and that acceptance of this initial proposal would result in a fair and reasonable price.
9. If an award is to be made pending further discussion or negotiation, all proposers whose proposals are within the competitive range will be formally notified in writing, of ATA's intentions to hold discussions with them and the required steps leading to "Best And Final Offers" (BAFO's). A meeting will be held with each such proposer to discuss their proposed solutions to amend requirements. ATA reserves the right to amend requirements after discussions to clarify any requirement issues. Proposers will then be requested to submit any final changes to their price and technical proposal. Proposers may then modify their proposals, accordingly, and may submit their BAFO after all meetings and discussions have been completed. No evaluation and/or price comparisons are allowed between proposals. Discussions with proposers will not include disclosure of the strengths and weaknesses of competing proposals.
10. The **sealed** BAFO's are submitted by a common closing time, of which all proposers within the competitive range will be formally notified.
11. ATA will evaluate final submittants and will either reject all proposals or select the proposal that offers the best compliance and benefits to ATA at a competitive cost.
12. The award recommendation by ATA selection committee requires the approval of ATA's Board of Directors. The selected proposer will be notified only after Board approval.
13. All proposers will be advised in writing of ATA's final decision.
14. No contractor submittants shall be returned. ATA will not accept confidential, trade secret nor proprietary information. Where information has a copyright, by

the proposer or his subcontractor the proposer shall provide ATA, in writing in the proposal with a statement by the owner of the copyright that the “submitted documents may be copied by ATA for the purpose of evaluating the submitted proposal.”

PART 3 – INSTRUCTIONS FOR SUBMISSION OF PROPOSAL AND CONTENT REQUIREMENTS

3.1 GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed sections and subsections numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled “Optional Exhibits and Attachments”.

Each Proposer shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the implementation and delivery schedule and quality assurance program proposed. Failure to follow the prescribed format may result in rejection of the proposal.

Proposals must be complete in all respects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind not authorized by this RFP. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified. Proposals submitted under improperly marked covers might be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the “original” copy will provide the basis for resolving such discrepancies.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary nor desired. A single 3-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be as clear, complete and consistent with the proposal content requirements as possible.

3.2 NUMBER OF COPIES TO BE SUBMITTED

Please submit one (1) original proposal and eight (8) copies of each proposal.

The submittal shall also include the proposal in electronic format submitted on eight (8) separate flash drives.

3.3 PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, and must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8-1/2"x11" paper. Each page must be clearly and consecutively numbered. All proposals must be submitted on the name of the legal entity or authorized agency. If the proposal is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given. If the proposal is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given. If the Proposer is a corporation, the proposal shall be signed by two corporate officers consisting of one signature from each of the two (2) following groups of corporate officials: (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written proposals on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the proposal, or it is executed by a person other than an officer, or by only one officer, there must be attached to the proposal a certified copy of a resolution of the corporation authorizing such officer or person to execute written proposals for and on behalf of the corporation. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authority to do so. Proposals submitted in any other form will be considered non-responsive and may be rejected.

Upon acceptance of a proposal by ATA, a contract will be prepared, and will become legally binding upon the signature by ATA Chief Executive Officer and the authorized official of the corporation or company.

The content and sequence of the proposal will be as follows:

1. **COVER LETTER.** A maximum of a one (1) page cover letter and introduction including the Proposer's name and address, name, address, and telephone number of the person(s) who will be the contact person(s) and who will be authorized to represent the Proposer. The proposal must be signed by a duly authorized officer of a company or partnership, or, in the case of a corporation, by two officers as required in this proposal.
2. **TABLE OF CONTENTS.** Proposer shall provide a Table of Contents listing proposal contents, exhibits, and supplemental information.
3. **EXCEPTIONS.** All Proposers are hereby instructed to supply a detailed listing of all EXCEPTIONS they are proposing in order of occurrence by page number and section number. This list should include the listed specification and the proposed EXCEPTION and include technical data sufficient to evaluate whether the deviation is acceptable or not.
4. This portion of the proposal will note any exceptions to the requirements and conditions taken by the Proposer. The Proposer's exceptions should give an explanation why the Proposer is taking exception to the requirements and any impacts to cost or other requirements. If exceptions are not noted, ATA will assume that the proposal meets those requirements as specified herein.
5. **CONFLICT OF INTEREST STATEMENT.** The Proposer awarded this proposal may become involved in situations where conflicts of interest could occur due to individual or

organizational activities that occur within ATA or participating agency's service areas. In this section, the Proposer should address the potential, if any, for conflicts of interest and show plans, if applicable, to address any potential conflict of interest. This section will be reviewed by ATA or participating agency's Counsel for conflict of interest as part of the review process.

6. **PROPOSER'S CAPABILITY AND EXPERIENCE.** Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major programs/projects or activities both in general and programs/projects similar to the subject of the proposal, the populations you have served, the relationship of this program/project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the proposal. This section should include:

a. Experience Providing Proposed Product/Service

A brief description listing experience that your company has had in providing similar service that demonstrates your company's ability to provide the service described in your proposal. Provide a list of at least five (5) customer references, include the firm's name, the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these programs/projects were completed. Provide sample material of your company's work to substantiate your previous experience.

b. Experience/Qualifications of Key Staff Members

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function in the program/project and a detailed resume' for each person. Additionally, the Proposer must specify where the staff will be located and identify the program/project manager.

c. Fiscal Responsibility

Information displaying past fiscal responsibility such as independent audits or a list of programs/projects completed within the budget. Proposer must submit a copy of their latest audited financial statement completed by a certified public accountant within the past eighteen (18) months. A list of commitments, and potential commitments which may affect assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the Contract. THIS INFORMATION SHOULD BE PLACED IN A SEPARATE BINDER OR COVER ENTITLED "PROPOSER'S FINANCIAL STATEMENT".

d. Judgements, Litigations, Licensing, Violation, et al.

A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company.

7. **PROPOSER'S ORGANIZATION.** This section should include:
- a. A brief description of your company's purpose, including goals, philosophy and date company was formed or incorporated.
 - b. A brief description of your present organizational structure and current operations. State whether your organization is an individual proprietorship, partnership, corporation, or private non-profit organization.
 - c. Provide an organizational chart providing names of owners, principals, governing board members, advisory boards, etc. Show how your company interacts internally and with the proposed program/project.
 - d. Identify names of Owners or Principals
 - e. If governed by a Board, provide names of Board members
 - f. Federal EIN
 - g. DUNS & CAGE Numbers
 - h. NAICS number(s)
8. **NARRATIVE DESCRIPTION OF THE PROPOSAL.** The merit of the proposed program/project will be judged largely on the basis of your narrative description of the program/project. It is important that the proposal contain all information required for an effective review process.

The description is to be submitted as **EXHIBIT B – DESCRIPTION OF ENTERPRISE RESOURCE PLANNING SOFTWARE, EQUIPMENT AND WARRANTIES.**

In response to the Scope of Work section of the proposal, provide a clear and concise description of the services and equipment to be provided by your company and a description of an implementation plan. Describe the overall design to be used in carrying out the program/project and accomplishing its objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

At a minimum, the description should provide sufficient description to provide an adequate picture of the product, it's functionalities, how components are integrated, flow of data throughout the system, points of data entry, address a full description of the product, components, etc., goals and objectives, addressing at a minimum the following areas:

- Description of the System and its functional areas to demonstrate responsiveness to the requirements of the RFP
- Modularity and interdependency of Modules if system as a whole is not purchased.
- Deviations from the Technical specifications and identification of any replacement or substitution sufficient in detail to evaluate acceptability
- Work Plan Description
 - Pre-assessment
 - Pre-Implementation (e.g., data conversion, development of interfaces,
 - Implementation Plan
 - Address GAAP, NTD and PennDOT Reporting
 - Responsibilities of Parties
 - Acceptance Testing
 - User Training
 - System Acceptance
- Warranty Information
- Replacement Parts Guarantee
- Future Software Updates/Upgrades and Enhancements
- Technical Services/Support Services/Continuing Care

Describe in detail technical services provided to the ATA/Agency. Include in your description product manuals, webinar trainings, user groups, conferences, Call Center (including hours/availability) and the processes used to request assistance. Identify location of technical service representatives within Pennsylvania

- Implementation Schedule (GANT or similar) and milestone chart
- Payment Schedule (unless otherwise requested and agreed upon, the payment schedule is payment upon completion of the installation of the system or components purchased with a 10% holdback for final acceptance.

The description should address the elements included in the vendor's base system and any additional modules needed to meet the requirements of this RFP.

Due to funding availability or an agency's ability to implement the entire system, the Proposer must address whether modules may be purchased separately from the system. If modules may be purchased separately, pricing for these must be delineated in the price proposal.

Modularity - ATA recognizes that a Proposer may make the system available through the purchase and implementation of separate modules that make up the ERP system. Please describe the elements as pertains to the Scope of Work included in the base system and if the system is modular, a description of the modules and the elements of the Scope of Work contained within the module. The description should be clear and efficient in determining compliance with the technical specifications.

9. **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA** – If addenda are issued, proposers are required to acknowledge receipt of addenda. Failure to provide acknowledgement may be cause to reject the proposal.
10. **EXHIBIT A** - Price Proposal Form
11. **EXHIBIT B** - Description of System & Modules
12. **EXHIBIT C** - Technical Assistance Services Descriptions
13. **RFP SUBMITTAL CHECKLIST.** Proposers should sign and submit all forms and certificates included in Exhibit A and listed on the RFP Submittal Checklist.
14. **DISCLOSURE OF INFORMATION.** All information in a submitter's proposal, except proprietary technical and financial information and responsibility which may be protected by law, is subject to public disclosure under the provisions of the "Freedom of Information (FOIA). This Act also provides for the complete disclosure of contracts and attachments thereto.

Each page considered to contain proprietary information in a proposal must be so stamped or otherwise identified by its proposer.

Following contract award, inspection of ATA's proposal file and contract documents may be made by making a request in writing to ATA's Chief Executive Officer. Inspections will be allowed during ATA's regular office hours and within specified time limits as directed by the Chief Executive Officer. Requests for copies of proposal or contract documents and the subsequent charges for providing this service will be processed in accordance with the provisions of the U.S. State "Freedom of Information Act". Payment of all copying costs incurred by ATA in response to a request for information will be required in advance from the requestor.

Information available for inspection shall include the tabulated totals of the price proposals and copies of the proposal or proposal documents, subject to the exceptions

listed above and proprietary constraints within the law.

3.4 PROPOSAL COSTS

All costs of proposal preparation and presentation shall be borne by each individual proposer. ATA is not liable for any cost incurred by consultant prior to issuance of a contract.

PART 4 - BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

4.1 BASIS OF AWARD

These specifications represent features best suited to the requirements needed by ATA and are not for the benefit of the Proposers. ATA will select the proposal that is the most advantageous to ATA and responsive to the specifications. It is the intent to award the Proposal to a single Contractor . ATA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, AND TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, DATES OF DELIVERY, AND NOT CONFINED TO PRICE ALONE. False, incomplete, or unresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. ATA shall be the sole judge in making such determination.

ATA reserves the right to cancel or discontinue with the proposal process and reject all proposals in the event it determines that there is no longer a requirement for the item(s) and/or services(s), the funding is no longer available, or it is otherwise in ATA's best interest to cancel the proposal.

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals and to recommend the apparent successful Proposer.

4.2 SELECTION OF REQUEST FOR PROPOSAL

It is the intent of the Evaluation Committee to select an apparent successful Proposer with a recommendation to be forwarded to the ATA Board of Directors based on the evaluation criteria set forth herein. Selection will not be made on cost alone, but will be based upon the most advantageous proposal or combination of proposals.

ATA reserves the right to reject any or all proposals received in response to this proposal and to cancel the proposal if it is in the best interest of ATA.

4.3 EVALUATION CRITERIA

A. Evaluation Process

1. Prior to the receipt of proposals, an evaluation panel will be established to include staff of the procuring agency and representatives of the Consortium. Non-voting members may be added to the committee to lend technical assistance to the evaluation panel.
2. Each panel member will be required to execute a certificate agreeing to keep the contents of proposals and panel proceedings confidential.

3. Deviations from the Technical Specifications. The Procuring Agency will be using an evaluated/negotiated procurement process and has elected to eliminate the Approved Equals process. All proposers are hereby instructed to supply a detailed listing of all deviations they are proposing in order of occurrence by page number and section number. This list should include the listed specification and the proposed deviation and include technical data sufficient to evaluate the request. Each deviation will be evaluated and scored based on the evaluation criteria.

ATA reserves the right to request further clarification during the negotiations and to exclude unacceptable deviations in the request for the “Best and Final Offer.”

4. Upon receipt of proposal, copies are distributed to panel members, together with scoring sheets which include the evaluation criteria and the weight assigned to each.
5. Following review of the proposals, each panel member completes the scoring sheets.
6. The panel then meet and review the initial scoring with opportunity for members to revise their original assessments. After discussion among the panel members, those proposals which are considered to have a reasonable chance of award are identified for further evaluation. Notice is given to proposers that clearly do not, in the opinion of the panel, have the ability to be awarded a contract, and they are no longer under consideration. The panel may elect to award to proposer without further discussion , or may determine that no proposer meet the needs of the Procuring Agency.
7. Proposers identified for further consideration may be interviewed by the panel and have the opportunity to revise their proposals as a result of these discussions, after which a second round of scoring is conducted.
8. Proposers remaining under consideration are then invited to negotiate with the Procuring Agency, which is usually represented by the contract administrator, a cost/price analyst, and technical representatives.
9. At the conclusion of negotiations, best and final offers are requested from the remaining proposers. The panel then selects the proposal deemed to be most advantageous to the Procuring Agency, price and overall factors considered. Should the panel not be satisfied with any of the offers, it may re-request best and final offers from all remaining proposers or it may recommend that the solicitation be canceled.

10. Should a proposer be recommended for award by the panel, a recommendation is made to the CEO for the submittal to the ATA Board of Directors. The Board of Directors can either award a contract based upon the price and the terms negotiated or reject the recommendation. If the Board of Directors reject the recommendation of the CEO, all proposals will be rejected.
11. During the Evaluation, negotiation and selection process, panel members may not disclose information from one proposer to another proposer. Except for the identity and background of the successful proposer and the contract price, all information provided by proposers remain confidential after the conclusion of the process, to the extent, permitted by law.

B. Evaluation Criteria

The following evaluation criteria have been established by the Procuring Agency for this procurement, the criteria are presented to allow the Procuring Agency to analyze proposals received on an equal basis and to afford all proposers the opportunity to know the basis upon which their proposals will be evaluated.

Award will be made to the proposer whose final offer is most beneficial to the Procuring Agency after evaluation in accordance with these criteria.

	Evaluation Criteria	Maximum Points
B.1	Software Design, Product Performance	40
B.2	Proposer's Experience and Performance	35
B.3	Total Cost of System and Components	25
	Total Possible Points	100

EVALUATION CRITERIA

MAXIMUM POINTS

1. Software Design, Product Performance **40**

The information provided by the proposer in its technical submittal relating to the product provided will be utilized to evaluate the proposal in relation to this factor

2. Proposer's Experience and Performance **35**

This factor will look mainly at the experience and performance of the proposer as presented in the proposal or as is determined by review of information available from references or other resources whether provided by Proposer or not. The evaluation may

look at the proposer's overall organizational and financial capabilities and consider key components such as organizational reporting structure, quality control, quality assurance, research and development, technical, training and IT support, response time, product capabilities, bonding capacity, and financial history, as well as other considerations in reaching a final point determination. The evaluation panel may also look at judgments, liens, fleet defect history, warranty claims, and the steps that the manufacturer took to resolve these concerns in assessing the overall reputation of the proposer. The time frame for contract performance and final delivery of the product may also be considered.

3. Total Cost of System and Components 25

This factor will look primarily to the cost information provided by the proposer on a cost for the ERP system and its components. The extent to which the Procuring Agency can analyze the cost and pricing data provided will impact the final point determination.

TOTAL POSSIBLE POINTS 100

Before the Procuring Agency determines the final cost impact to be assigned to each proposer for the cost factors identified, it will review all data supplied by the proposer to determine that:

- A) Data provided by their proposer in support of its estimated impact are in fact valid data which are based on objective, verifiable conclusions drawn from comparable deployments etc.
- B) The system's total operational impact has been included, not just portions of it. For example, the proposer cites elements that may reduce some phase of the operator's O&M costs, but fails to consider the negative impact of maintaining this element.
- C) The proposer's estimates of impact are verifiable so the Procuring Agency can accurately assess the values to be assigned to each evaluation element.
- D) If clarification, verification, and/or additional support of technical data submitted by a proposer is required for evaluation purposes, the Procuring Agency will request such supplemental data be furnished by the proposer within five (5) calendar days from receipt of the formal request. If the proposer fails to respond adequately to the request for additional data, the cost impact for that factor will be assigned based on the available data, and the judgment and experience of the Procuring Agency.

Proposer's requests for clarification of evaluation items and evaluation procedures must be submitted in the manner and time frame in the general specifications.

4.3.B1 SOFTWARE DESIGN and PRODUCT PERFORMANCE EVALUATION

The following factors have been determined to be the most critical to the Procuring Agency in terms of software design.

The Procuring Agency may contact previous customers regarding their overall experience with the proposer's product.

Each of the product performance factors will be evaluated and scored for a maximum of **40 possible points** for this section.

- Multi-tasking, accessible by all users and updated in a single database.
- Compatible with latest Microsoft Windows operating systems, including file import options for transit specific hardware such as automated fareboxes, automated fuel islands, oil systems, bar code units, etc.
- Supports Microsoft SQL backend. Include any extra associated costs for additional licensing.
- Ease of implementing on-going software updates
- As the Pennsylvania Department of Transportation has issued a statewide contract for a Fixed Route Intelligent Transportation System (FRITS), the software's ability to interact with the FRITS software such that both the ERP and the FRITS systems are integrated, successfully tested for interoperability and functionality and does not impede or impair the performance requirements of the FRITS
- The following product performance factors have been determined to be the most critical to the Procuring Agency in terms of product performance.
- Uninterrupted and seamless throughput of data to all relevant departments and posting of data to data sets for reporting including dashboard reporting.
- Selection of canned reports and availability to create custom by ODBC connections and/or custom software.
- Ability to handle connections over Virtual Private Networks (VPN) as well as slow link connections to remote offices and remote workers. This includes the ability to connect via Remote Desktop and/or Remote App connections (Terminal Services).

- Does the backend software and any middleware support being run in a virtual environment? This includes VMWare and any Microsoft products.
- Options for self-hosted or private/public cloud solutions.
- How does the software vendor handle security updates and what is their development cycle? Smaller incremental updates or larger one-time updates.
- Scalability of the product. Can the vendor prove the software can have optimal performance even as the number of users potentially increases.

4.3.B2 PROPOSER'S EXPERIENCE AND PERFORMANCE FACTORS

The following experience and performance factors have been determined to be the critical to the Procuring Agency, in terms of long term service and support of the ERP software over its useful life.

Proposers shall submit support documentation which will aid the Procuring Agency in evaluating the proposer's ability to provide the software consistent with the requirements in this RFP, software engineering, training, and parts support over the software's expected service life.

the Procuring Agency may contact previous customers regarding their experience regarding the subject factors if direct experience with same is not available.

Each of the following performance factors will be evaluated and scored for a maximum of 35 possible points for this section.

1. Financial Stability

Proposer's shall submit evidence of financial integrity including audited financial statements that demonstrate adequate financial resources to provide ongoing technical and warranty support for the proposer's product(s) for a period of ten years or more. Proposer shall demonstrate how it will achieve and maintain financial integrity of the firm and the product(s) for a minimum of ten years.

2. Training Program

Proposers shall submit a copy of their recommended training program, delineating the recommended hours for each are provided, the training staff and their qualifications, and the audio/visual media proposed for this contract. Credit will be given for the scope of the proposed training program, instructor qualifications, previous experience of other Procuring Agencies, and other related factors.

3. Technical Publications

Proposers shall submit representative samples of support publications addressing use of software and related equipment. Proposers shall also provide examples of Service update bulletins, along with published electrical diagrams and operator's manuals. Credit will be assigned based on the overall quality, completeness and ease of use of the referenced publications, as well as other criteria.

4. Services and Engineering Support

Proposer shall submit information regarding the structure, qualifications, and responsiveness of the Service and Technical support organization. Proposer shall also include information regarding the available user groups and conferences. Credit will be assigned based on the qualifications and experience of the S&T organization, as well as other criteria.

5. Delivery History

Proposer shall submit a list of all deliveries executed within the past three (3) year period, the contract delivery date, the actual completed delivery date, the number of units involved, and the name, address, and phone number of the subject properties.

6. Quality Assurance Organization

Proposers shall provide details of their Quality Assurance Program and provide a copy of their Quality Assurance Manual, plus a copy of the organizational chart for their Quality Assurance Department. Post deployment evaluations and follow-up surveys by customers identified in this section as item 4. above shall also be submitted.

7. Customer Service Team.

In order to administer this contract, the selected Proposer must provide, at a minimum, a Customer Service team that will be assigned to the account and be available, at a minimum, of Monday through Friday from 8AM to 5PM EST. The Proposer must provide a toll-free telephone and an email address to contact the Customer Service team. The team must be knowledgeable, qualified, and experienced in all aspects of the ERP.

4.3.B3 TOTAL COST EVALUATION

The proposer with the lowest price for the entire system will receive the total **25 possible points**. Proposers with higher costs will lose 1 point for every 4% higher the cost is to the lowest cost proposal.

An example of the application is as follows:

In this hypothetical, the lowest price received is \$300,000. Based on the lowest price of \$300,000, the scale for price points is established as follows:

Bottom of Price Range	Top of Price Range	Increment	Price Score
\$300,001	\$312,000	4%	24
\$312,001	\$324,480	4%	23
\$324,481	\$337,459	4%	22
\$337,460	\$350,958	4%	21
\$350,959	\$364,996	4%	20
\$364,997	\$379,596	4%	19
\$379,597	\$394,780	4%	18
\$394,781	\$410,571	4%	17
\$410,572	\$426,994	4%	16
\$426,995	\$444,073	4%	15
\$444,074	\$461,836	4%	14
\$461,837	\$480,310	4%	13
\$480,311	\$499,522	4%	12
\$499,523	\$519,503	4%	11
\$519,504	\$540,283	4%	10
\$540,284	\$561,894	4%	9
\$561,895	\$584,370	4%	8
\$584,371	\$607,745	4%	7
\$607,746	\$632,055	4%	6
\$632,056	\$657,337	4%	5
\$657,338	\$683,630	4%	4
\$683,631	\$710,976	4%	3
\$710,977	\$739,415	4%	2
\$739,416	\$768,991	4%	1
\$768,992	or higher	4%	0

In the hypothetical, there are three proposals at \$300,000; \$372,000; and \$770,000. The scores would be given as follows:

\$300,000 – 25 points
 \$372,000 – 19 points

\$770,000 – 0 points

4.4 SITE VISIT

ATA reserves the right to conduct a site visit(s) to assist in evaluation.

4.5 SINGLE PROPOSAL RESPONSE

If only one proposal is received, a detailed price/cost analysis will be requested of the single Proposer. The Proposer agrees to such analysis by submitting a proposal. ATA reserves the right to reject the single proposal.

4.6 NOTICE OF INTENT TO AWARD

A “Notice of Intent to Award” will be sent to all participating Proposers advising them of the date that the ATA Board of Directors will hear and possibly take action on the recommendation of the Evaluation Committee. This “Notice of Intent to Award” will be sent to all participating Proposers by U.S. Postal mailing or facsimile no later than four (4) working days prior to the scheduled Board of Directors meeting acting upon said “Intent to Award”.

4.7 PUBLICITY

All publicity releases or releases of reports, papers, articles, maps or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

Should the Contractor fail to observe this provision, ATA shall have the right to terminate the contract without any obligation to accept deliveries after the date of termination or to make further payment except for completed articles delivered prior to termination.

4.8 PROTESTS

The policies and procedures governing the receipt and resolution of protests in connection with Invitation for Bids or Requests for Proposals are outlined below. These procedures are applicable to all IFBs or RFPs issued by ATA.

A. Definitions

“Interested Party” means any proposers

“Days” means normal business days and excludes weekends or holidays observed by the ATA.

“File” means the date and time of receipt at the Regional Offices of the Area Transportation Authority at 44 Transportation Center, in Johnsonburg, Pa 15845, local time prevailing.

“Federal/State Law or Regulation” means any valid requirement imposed by Federal, State, or other Statute or regulation.

“IFB” Invitation for Bid

“Presumptive Contractor” means the proposer that is in line for award of the contract in the event that the protest is denied.

“Protestant” is an Interested Party who believes it is aggrieved in connection with the solicitation or award of a contract and who files a protest.

“RFP” Request for Proposal

B. Contents of Protests

Contents of protests, appeals and rebuttals must always include:

1. Name of individual filing protest who has the authorization to sign contracts on behalf on the interested party.
2. Name of firm represented by the individual
3. Complete mailing address, telephone, email and facsimile # (if applicable)
4. ATA’s procurement ID number for the specific IFB or RFP Number and Description
5. Detailed factual statements of the grounds for protest citing the specific law(s), rule(s), regulation(s) or procedure(s) on which the protest is based;
6. Statement as to the desired relief, action or ruling.

All protests must be made in writing, dated, signed by the Proposer or an individual authorized to sign contracts on behalf of the protesting interested party

Only those protests citing a violation of law, rule, regulation or procedure will be accepted.

C. Protests Procedures

1. Pre-Bid or Pre-Proposal Protest

Pre-Bid or Pre-Proposal Protests are those based upon alleged restrictive specifications or alleged improprieties pertaining to laws), rule(s), regulation(s) or procedures(s) in the ATA’s BID or RFP process. All protests must be filed no later than 2:00 PM (DST or EST whichever

is currently in effect) , five (5) days prior to bid opening or proposal due date, at the offices of ATA in Johnsonburg, Pennsylvania.

Protests shall contain all of the elements described in “Contents of Protests” above, addressed and submitted to the named Procurement Officer in the Bid or RFP. No Pre-Bid/Proposal Protests will be accepted after this date and time.

The Procurement Office shall investigate the matter and respond in writing to each point raised by the interested party. The Procurement Officer or, if unavailable, another individual designated by the Chief Executive Officer, will render a written decision and send it to the interested party within five days of the date of receipt of the protest at the ATA office. This decision shall specify in writing any action to be taken by the ATA.

If the interested party believes the decision by the Procurement Officer or Designee was made in error regarding restrictive specifications or improprieties pertaining to law, rule, regulation or procedures, it may request an appeal of the decision, specifying why it believes the decision is in error including citing the specific violation of law, rule, regulation or procedures in writing by filing an appeal to the Chief Executive Officer of the ATA according to the instructions provided in the letter of response by ATA to the protest, or if not delineated, by no later than 2:00 pm of the third day following the date of delivery of the ATA decision, as evidenced by the USPS postmark or date of receipt via electronic transmission or facsimile.

The Chief Executive Officer shall investigate and shall respond in writing specifying his/her agreement or disagreement with the findings of the Procurement Officer or Designee. Counting the day following the date of receipt of ATA, the Chief Executive Officer, will endeavor to render a written decision and send it to the interested party within five days. The CEO shall state what, if any action to be taken by ATA. If no action is to be taken, the CEO will also indicate so in the response letter. The decision by the CEO is considered the final decision by ATA.

[Request for Additional Information](#)

During the Pre-Bid or Pre-Proposal period, the Procurement Officer or Chief Executive Officer may request additional information from the Protestant or others to assist in his/her investigation. Failure of the Protestant to comply with a request for information as requested by ATA may result in a determination of the protest without considering the requested additional information, even if the Protestant subsequently produces the requested additional information.

2. Pre-Award Protest

A Pre-Award Protest is one in which the interested party alleges that a violation of law, rule, regulation or procedure occurred should prevent the award by ATA to the presumptive contractor.

ATA shall provide a written notice of intent to award a contract to all proposers. Such notice may be issued by letter via USPS, electronic transmission such as email or facsimile.

In the event that an interested party believes a law, rule, regulation or procedure has been violated or not followed and such violation, it may file a pre-award protest with the Procurement Officer. No new allegations which were addressed in a previous protest will be considered. Such a request shall include the citation of the law, rule, regulation or procedure and the reasons why the interest party believes a violation has occurred.

Any such protest must be filed according to the instructions provided in notice of award by ATA, or if not delineated, by no later than 2:00 pm of the third day following a USPS postmark, or date of receipt via electronic transmission or facsimile.

Upon timely receipt of a protest, ATA will delay its intended award until after it has rendered a decision on all protests meeting established criteria, unless at its sole discretion, ATA determines that

- The items or work to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to ATA or a funding source.

If the protest is received before the award of the contract, ATA will advise the presumptive contractor of the pending protest.

Upon receipt of the protest, the Procurement Officer or Designee shall conduct an investigation. If the Procurement Officer or Designee deems it appropriate, he/she may conduct an informal conference on the merits of the protest with all interested parties invited to attend.

The Procurement Officer or Designee will respond in writing to each substantive issue raised in the protest within a reasonable time after the protest is filed. ATA's response shall address only the issues raised originally by the party filing the protest. When, on its face a protest does not state a valid basis for protest or is untimely, the Procurement Officer may summarily dismiss the protest without issuing a detailed response.

Rebuttal

The Protestant may submit a written rebuttal of the Procurement Officer's response to the Chief Executive Officer according to the instructions provided in the letter of response issued by the Procurement Officer to the protest issued, or if not delineated, by no later than 2:00 pm of the third day following a USPS postmark, or date of receipt via electronic transmission or facsimile. The date of receipt of the Procurement Officer's response shall be assumed to be two days after USPS postmark unless other means are used to verify receipt. ATA will not address new issues raised in the rebuttal. After receipt of the Protestant's rebuttal, the CEO will review the protest and notify the Protestant of his/her decision. The decision by the Chief Executive Officer is considered Final.

Request for Additional Information

During a Pre-Award protest the Procurement Officer or Chief Executive Officer may request additional information from the Protestant or others to assist in his/her investigation. Failure of the Protestant to comply with a request for information as requested by ATA may result in a determination of the protest without considering the requested additional information, even if the Protestant subsequently produces the requested additional information.

3. Appeal to Oversight Agency

In the event the protest is based all or in part on the allegation that ATA does not have or failed to follow its own written protest procedures, the Protestant may be notified of its right to seek review by the Bureau of Public Transportation of the Pennsylvania Department of Transportation of ATA's decision. Instructions will be provided in the correspondence transmitting the final decision by the Area Transportation Authority, but if not delineated, by no later than 2:00 pm of the third day following a USPS postmark, or date of receipt via electronic transmission or facsimile. The date of receipt of the ATA response to the Rebuttal Request shall be assumed to be two days after USPS postmark unless other means are used to verify receipt.

This appeal level is available to those entities that have filed protests for projects that are funded only with Federal Transit Administration and/or State Transportation Assistance administered by the Bureau of Public Transportation.

PART 5 – TERMS AND CONDITIONS

5.1 GENERAL INFORMATION

ATA reserves the right to reject any and all proposals, subject to the rules and regulations set forth by the Federal Transit Administration. ATA may waive any informality, technical defect or clerical error in any proposal.

Each proposal must include the firm's name, address, dated and signed by an authorized signer. The proposal shall be made on the form provided.

- A. **SOLE OWNER:** If the proposal is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given.
- B. **PARTNERSHIP:** If the proposal is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given.
- C. **CORPORATION:** If the Proposer is a corporation, the proposal form shall be signed by one corporate officer from each of the following two groups of officers (both signatures cannot be from the same group):

Group 1: Chair of the Board, President or Vice President; and

Group 2: Board Secretary, Assistant Board Secretary, Chief Financial Officer, Assistant Treasurer or a person authorized by the corporation to execute written proposal forms on its behalf. If the second signature is executed by a person other than an officer listed in Group 2, there must be attached to the proposal form a certified copy of a resolution of the corporation authorizing such officer or other person to execute written proposals for and on behalf of the corporation.

The corporate seal shall be affixed thereto. If the corporate seal is not affixed to the proposal, there must be attached to the proposal form a certified copy of a resolution of the corporation authorizing such officers or person to execute written proposals for and on behalf of the corporation.

- D. **JOINT VENTURE:** If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authority to do so.
- E. Proposals submitted in any other form will be considered non-responsive and may be rejected.

5.2 QUALIFICATIONS OF PROPOSER

In order to qualify, the proposer must be the manufacturer or authorized dealer for such manufacturer of the software system they propose to furnish. The manufacturer or authorized dealer for the software system will be considered only if such manufacturer or authorized dealer is a person, firm, or corporation which:

- A. Has the ability to comply with the required or proposed delivery requirements, taking into consideration all existing business commitments; and
- B. Has an operation or is an authorized dealer for a manufacturing facility adequate for, and devoted to, the manufacture and sales of software systems, with a sufficient capacity to assure delivery of all software systems in compliance with the Proposer's offer; and
- C. Has adequate engineering and test facilities and necessary equipment to make all required tests or access to same, and
- D. Has adequate financial resources or ability to obtain such resources during the performance of this contract as demonstrated by the information provided in support of determining compliance with this requirement; and
- E. Is qualified and eligible to receive an award under all applicable laws and regulations; and
- F. Has a satisfactory record of past performance

The financial condition, skill, experience, ability and facilities of any or all proposers to perform any contract resulting from this procurement will be taken into consideration in order to determine whether or not the proposer is responsible, qualified and properly equipped to undertake and carry out the terms of contract.

ATA may make such investigation as it deems necessary to determine the ability of the Proposer to provide the service requested herein, and the Proposer shall furnish to ATA all information and data for this purpose as ATA may request. ATA reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Proposer fails to satisfy ATA that such Proposer is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

5.3 RESPONSIBILITIES OF THE CONTRACTOR

- A. The contractor is responsible for the design and installation of the software system. It is understood that the approval of ATA does not in any way relieve the Contractor of responsibility for the adequacy of the design.
- B. The software system and any associated equipment must be of the best engineered design for the service intended and will include an adequate margin of safety and security in the design.

- C. In the design of the software system, the contractor will be guided by the desire to obtain maximum reliability for maximum operational life under the conditions that the software system is subject to.
- D. ATA will be at liberty to inspect all design and workmanship at any time during the progress of the work and will have the right to reject all design and workmanship which does not conform to the specifications or which is not considered an accepted practice.
- E. The proposer must supply a detailed maintenance and update schedule with the proposal incorporating the required maintenance and updates of the basic software system and of its subsystems.

5.4 WARRANTY AND GUARANTEE PROVISIONS

- A. All specialties, equipment, and parts supplied by the contractor will be fully compatible with the software system. The contractor will assume all responsibility for these specialties, parts and equipment whether manufactured by the contractor or purchased by him from another source.
- B. Any warranty period will run from the date of actual acceptance by ATA and in accordance with the warranty as set forth Part 6
- C. Proposer will furnish a written guarantee of the availability of replacement parts for all components used in the equipment for a period of twelve years.
- D. The proposer will designate a service representative who will provide full service responsibility for any and all items of the equipment, including component parts not supplied by the proposer but supplied by other vendors or subcontractors. This representative will have the responsibility of procuring parts for equipment if said parts are not in stock. The representative will have the responsibility of expediting parts not immediately obtainable. The representative will also be responsible for providing warranty service in accordance with this RFP.

5.5 DELIVERY PROVISIONS

- A. The software system will be delivered complete with all necessary equipment and accessories, and will be fully adjusted and ready for installation and operation.
- B. Delivery of the ERP System or components is to be completed within six months of contract execution or if otherwise agreed upon, Proposers specified delivery schedule. If the delivery is delayed because of a strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request for a time extension from the Proposer. The request for extension must include detailed justification for the length of the time extension. Hours of delivery shall be 8:00 a.m. through 4:00 p.m., Monday – Friday only.
- C. Upon installation of the new software system at the location specified, the software system will be inspected by ATA. ATA will not be deemed to have accepted any software system until it has successfully passed all such inspections in the sole and absolute opinion of ATA. ATA will notify the contractor in writing, within thirty 30 days

after delivery, if the software system has or has not been accepted. A letter of non-acceptance will furnish details of deficiencies found.

- D. Documents (manuals, catalogues, etc.) required under Part 6 are to be shipped at the time specified herein and address to:

Director of Information Systems and Technology
Area Transportation Authority
44 Transportation Center
Johnsonburg, Pa 15845

5.6 DELIVERY TIME

Contractor shall be obligated to complete delivery and installation of the software systems no later than six (6) months from the date of contract execution unless otherwise provided for in writing by ATA. The exact time and place for delivery will be coordinated with ATA. The contractor will assume all responsibilities incidental to the delivery of the software system and any equipment in a satisfactory condition.

5.7 INTEGRITY OF EXPENDITURE

The Proposer assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

5.8 GRATUITIES

Neither the Proposer nor any person, firm, or corporation employed by the Proposer shall give, directly or indirectly, to any employee or agent of ATA, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, during the proposal process or during the performance of any contract period resulting from this proposal.

5.9 INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Proposer is an independent contractor and is not an agent or employee of ATA and warrant that all persons assigned to the program/project are employees of the Proposer. In the event the awarded Proposer shall employ others to complete or perform the services provided, Proposer shall be solely responsible and hold ATA harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created and that the awarding Proposer shall hold ATA harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Proposer, or its subcontractors and employees, if any.

It is mutually agreed and understood that the Proposer, its subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against ATA, for vacation pay, sick leave, retirement or social security benefits, occupation or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

5.10 FEDERAL AND STATE TAXES

The awarded Proposer shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to any Contract that may result from this proposal. ATA makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Proposer.

5.11 COMPLIANCE WITH LAWS AND REGULATIONS

The awarded Proposer warrants that it is and will remain in compliance with all Federal, State laws relating to the manufacture, sale, and delivery of the goods and services sold to ATA in connection with any Contract resulting from this proposal.

5.12 PROHIBITED INTEREST

No ATA employee, officer, or agent, including any member of the evaluating committee for ATA project, may participate in the selection, award, or administration of this contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

- Any employee, officer, or agent of ATA;
- Any member of his/her immediate family;
- His/her partner; or
- An organization employing or about to employ any of the above.

Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

5.13 REMEDIES/BREACH OF CONTRACT

If the awarded Proposer breaches any provision in any Contract resulting from this proposal, the awarded Proposer agrees to reimburse ATA for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in any Contract resulting from this proposal shall be cumulative and in addition to any other remedies allowed to ATA under applicable law. No waiver by ATA of any breach or remedy shall be a waiver of any other breach or remedy.

5.14 LIQUIDATED DAMAGES

In the event of delay in the completion of the installation of the software beyond the dates specified in any Contract resulting from this proposal and not subject to the Excusable Delays provision, ATA shall assess, as liquidated damages, \$100.00 per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due to the awarded Proposer under any Contract resulting from this proposal. Further, the awarded Proposer agrees that sums assessed as liquidated damages shall not be considered penalties but reflect the administrative cost to ATA to meet service needs and to administer the Project.

5.15 EXCUSABLE DELAYS

Except for defaults of subcontractors at any tier, the Contract shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of ATA in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

- A. the subcontracted supplies or services were obtainable from other sources;
- B. the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- C. the Contractor failed to comply reasonable with this order.

Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of ATA under the Termination Clause of this RFP.

5.16 TERMINATION

The contract may be terminated for reasons of ATA's convenience or Contractor's breach or insolvency. Notice of termination shall be accomplished by registered, certified or express mail.

- A. **Termination for Convenience.** ATA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in its best interest. The Contractor shall be paid

its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to ATA to be paid. If the Contractor has any property in its possession belonging to ATA, the Contractor will account for the same, and dispose of it in the manner ATA directs.

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

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

- C. Opportunity to Cure.** ATA 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 ATA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from ATA setting forth the nature of said breach or default, ATA 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 ATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach.** In the event that ATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by ATA shall not limit ATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- E. Termination for Default.** If the Contractor fails to deliver items subject to this agreement, or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, ATA may terminate this contract for default. ATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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 ATA.

- F. **Termination for Default (for Transportation Services contracts)** If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the ATA may terminate this contract for default. The ATA shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the ATA goods, contractor shall, as directed by the ATA, protect and preserve the goods until surrendered to the ATA or its agent. Contractor and the ATA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the ATA's convenience.
- G. **Termination for Default (for Construction contracts)** If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the ATA may terminate this contract for default. the ATA shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the ATA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the ATA resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ATA in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the ATA, acts of another contractor in the performance of a contract with the ATA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the ATA in writing of the causes of delay. If in the ATA's judgment, delay is excusable, the time for completing the work shall be extended. The ATA's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the ATA's convenience.

5.17 OWNERSHIP

Ownership of goods acquired by ATA under any Contract resulting from this proposal shall pass to ATA or to the member of the Consortium actually receiving the goods when such goods are delivered, installed and accepted by ATA.

5.18 INSPECTION

ATA or its inspector reserves the right and shall be at liberty to inspect the software and at any time during the project development or installation processes, including having representatives at Contractor's plant provided, however, it is under no obligation to make such inspection, and no inspection so made shall relieve awarded Proposer from any obligation to furnish materials and workmanship strictly in accordance with the instructions, any Contract resulting from this proposal requirements and specifications.

Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the awarded Proposer at its own expense at the order of ATA notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the awarded Proposer of its obligations to furnish software, materials or services in accordance with

5.19 COMMUNICATION

Communications in connection with this Project shall be in writing and shall be delivered personally, or by regular, registered or certified mail addressed to ATA Project Manager, and of the awarded Proposer contractually designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.

5.20 MATERIALS/ACCESSORIES RESPONSIBILITY

The awarded Proposer shall be responsible for development of the software and all materials and workmanship in equipment which may be included in the proposal whether manufactured by the awarded Proposer or purchased from suppliers. This provision excludes printers, scanners, etc.,

5.21 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor agrees to be liable for and to defend, indemnify and save harmless ATA, members of the Consortium, and their respective Board Members, officers, agents, servants, workers, employees, the Pennsylvania Department of Transportation, the United States Department of Transportation, and any and all government

funding agencies providing funds or services in connection with this Project, from and against any and all loss, cost, damage, liability and expense, including counsel fees, whether or not arising out of any claim, suit, or action at law, in equity, or otherwise, of any kind or nature whatsoever, due to the negligence or wrongful or incompetent act or omission of the Contractor, its officers, subconsultants, subcontractors, and/or their agents, servants, workers or employees, which may be imposed upon, incurred by or asserted against ATA and/or any or all of the aforementioned entities by reason of any breach of this Agreement, or any accident, loss or damage to property or injury, including death, to any person or persons, including employees of ATA, which may be sustained either during the term of this Agreement, or upon or after completion of the Project, as a result of the negligent, incompetent, or wrongful act or omission in performance of this Agreement by the Contractor, its officers, subconsultants, subcontractors and/or their agents, servants, workers or employees, whether or not any such claim, injury or loss is partly caused by any party indemnified hereunder.

- B. The Contractor assumes all risk of loss, injury or damage to its property and all risk of loss, injury or death to its officers, agents, servants, workers, or employees, and the officers, agents, servants, workers or employees of its subconsultants and subcontractors caused by the negligence or wrongful or incompetent act or omission of the Contractor and the Contractor expressly agrees at all times hereafter to indemnify, protect and save harmless ATA, its Board Members, officers, agents, servants, workers, employees, and other entities described above, from and against any and all loss, damage, cost and expenses for claims, demands and actions therefore based on injury or damage to the person (including death) or property of any of the aforesaid persons, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates, caused by the negligent, incompetent, or wrongful act or omission of the Contractor.
- C. This obligation to indemnify shall not be construed to negate, waive, abridge or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section nor bar any action against the Contractor.
- D. The aforementioned indemnification provision shall survive and continue in full force and effect beyond the expiration or termination of this Agreement as to any claim arising out of this Agreement. Furthermore, in the event that a claim arises under this Agreement, the Contractor has a duty to advise the ATA of the status of the claim in which this Indemnification applies.
- E. The use of third parties for the provision of goods or services is not intended to waive any immunity protections of the ATA as granted by the Pennsylvania Political Subdivision Tort Claims Act..

5.22 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.

5.23 BUY AMERICA REQUIREMENTS.

General Requirements. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR 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 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 66 1.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

All Proposers must submit the appropriate Buy America certification to ATA with their proposal, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Proposers are advised to review the specific Buy America Requirements contained in the regulations at 49 CFR Part 661.

5.24 CARGO PREFERENCE REQUIREMENTS

The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to ATA (through the Contractor in the case of a

subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

5.25 ENERGY CONSERVATION

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 federal Energy Policy and Conservation Act.

5.26 CLEAN WATER AND AIR REQUIREMENTS.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et. seq., and the Clear Air Act, as amended, 42 U.S.C. §§ 7401, et. seq. The Contractor agrees to report each violation to ATA and understands and agrees that ATA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

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

5.27 CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations pursuant to the clean Air Act, 42 USC 7401 et seq. contractor shall report each violation to the ATA and understands and agrees that the ATA will in turn report each violation as required to FTA and the appropriate EPA regional office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

5.28 LOBBYING

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Contractor shall certify 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 of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor 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 shall be forwarded to ATA (Exhibit H). Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same. Contractor shall submit the "Lobbying Certification for Contracts, Grants and Cooperative Agreements" included in the proposal forms (Exhibit I). ATA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

5.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Contractor shall submit the certification with its proposal showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. For this purpose, the Contractor must complete and execute the form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," which is included in the proposal forms (Exhibit J). Contractor also agrees to include this provision in any subcontract exceeding \$25,000 and to obtain a similar certification from any subcontractors seeking a subcontract exceeding \$25,000 and forward the certification to ATA.

5.30 ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of ATA, the FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until ATA, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5.31 CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 2010) between ATA and the 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 breach of this Contract.

5.32 LABOR PROVISIONS – Non-construction Contracts

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR, Part 5, and pertaining to all federally-assisted non-construction contracts of \$2,500 let by ATA, the affected Contractor shall comply with the following provisions:

- A. **Overtime Requirements.** No Contractor or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic, in any work week in which he or she is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) the basic rate of pay for all hours worked in excess

of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Subparagraph (b) (1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or to such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of ten (\$10) dollars for each calendar day in which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b) (1) of 29 CFR, Section 5.5.
- C. **Withholding for Unpaid for Unpaid Wage and Liquid Damages.** DOT or the ATA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same price Contractor, or any other Federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b) (2) of 29 CFR, Section 5.5.
- D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections A through D of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections A through D of this Section.
- E. **Non-Construction Contracts.** In addition to the clauses contained in 29 CFR, Section 5.5 (b) or subsections A-D of this Section, in any contract subject only to the contract work hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1, ATA shall insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, ATA shall require the Contracting Officer to insert in any such contract a clause providing that the records to be maintained under this subsection shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized

representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.33 NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

ATA 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 ATA, 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.

5.34 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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 ATA 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.

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.

5.35 PRIVACY ACT

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

- A. 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.
- B. 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.

5.36 CIVIL RIGHTS REQUIREMENTS.

The Contractor understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient, Sub-recipient, Contractor, Subcontractor or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service. To the extent that the requirements apply to the Area Transportation of North Central Pennsylvania as either a “Recipient or Sub-Recipient”, and are required to be passed down to the Contractor as a third party participant, the Contractor is bound to comply with its requirements.

a. **Nondiscrimination in Federal Public Transportation Programs.** The Contractor will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The Contractor will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation –

Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Contractor will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Contractor agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each

transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. **Nondiscrimination on the Basis of Sex.** The Contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. **Nondiscrimination on the Basis of Age.** The Contractor agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. **Nondiscrimination on the Basis of Disability.** The Contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments

pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Contractor agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Contractor agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

5.37 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

ATA, a recipient of federal financial assistance from the Federal Transit Administration or as a subrecipient of the Pennsylvania Department of Transportation of federal financial assistance, is committed to and has adopted a Disadvantaged Business Enterprises Policy in accordance with federal

regulations (49 C.F.R. Part 26, as amended) issued by the U.S. Department of Transportation. It is the Policy of ATA to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to Authority's construction, procurement and professional services activities. To this end, ATA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the performance of this contract, the Contractor will cooperate with ATA in meeting these commitments and objectives.

- A. The contractor shall not discriminate on the basis of race, color, religion, 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 contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- B. If a separate contract goal has been established, proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- C. If no separate contract goal has been established, the successful proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- E. The contractor must promptly notify the recipient 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 the recipient.

5.38 PROMPT PAYMENT

The contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the ATA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the ATA. This clause applies to both DBE and non-DBE subcontracts.

5.39 INSURANCE

The awarded Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurance and Workers Compensation Insurance as set forth herein. The awarded Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. Awarded Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

Awarded Proposer shall provide signed Certificates of Insurance evidencing such coverage to ATA before the commencement of any work under any Contract resulting from this proposal.

The specified insurance requirements are the minimum acceptable to ATA. These requirements may not be adequate to fully honor the indemnification agreement or otherwise adequately protect the interests of the Contractor.

Minimum Requirements for Insurance:

- A. Comprehensive General Broad Form or Commercial General Liability including as applicable, independent contractors, contractual liability including defense, products and completed operations: \$2,000,000 combined single limits per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage.
- B. Automotive Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage
- C. Workers' Compensation Statutory coverage, if and as required according to the State Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against ATA.

5.40 INSURANCE CONDITIONS

- A. Policy terms including conditions, exclusions, limitations, etc., must be acceptable to ATA
- B. Policy Form – Policy should be on an “occurrence” basis.
- C. Aggregate limits shall apply exclusively to ATA operations.
- D. No Cross Liability Exclusion shall apply
- E. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VI or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by ATA's Chief Financial Officer.
- F. ATA and its officers, employees and agents; the Federal Transit Administration, the Commonwealth of Pennsylvania and local elected officials providing financial assistance to this project shall be endorsed to above policies as Additional Insureds as respects this contract, for such liability as may be incurred on the performance of any Contract resulting from this proposal.
- G. Insurance company is required to provide a thirty (30) day notice of cancellation or material change regardless of statement otherwise on ACORD Certificate of Insurance form. The contractor carrier agreement shall be endorsed to provide 30 day written notice to ATA of any cancellation or material change in the policies. It is not acceptable for the insurance company to “endeavor” to provide a thirty day notice of cancellation.
- H. ATA is not liable for the payment of premiums or assessments on the insurance policies
- I. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the awarded Proposer to furnish insurance during the term of any Contract resulting from this proposal.
- J. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in a Contract resulting

from this proposal depending on the final Scope of Work agreed on by ATA and the awarded Proposer. Insurance questions may be directed to ATA's Chief Financial Officer for response.

5.41 INTEREST OF MEMBERS CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of any Contract resulting from this proposal or to receive any benefits there from.

5.42 PROPOSAL GUARANTEE

Each proposal must be accompanied by a Proposal Guarantee in the amount of five (5) percent of the total price for the initial order. At the option of the Proposer, this may be a certified check, cashier's check, or Bid Bond. Bid Bonds shall be executed as a Surety by a corporation licensed to issue Surety Bonds in the State. Bid securities will be returned to all except the three lowest Proposers, which will be retained until the accepted Proposer has entered into a Contract with ATA.

5.43 FORFEITURE OF PROPOSAL GUARANTEE

The Proposal Guarantee shall be submitted with the understanding that it is a guarantee that the Proposer will not withdraw their proposal during such time and under the conditions set forth herein; that they will enter into a formal Contract if it is awarded to them; that they will furnish the required bonds and that the bid security will be declared forfeited as liquidated damages in the event of withdrawal of their proposal or in the event of failure to enter into said Contract and give said bonds within the time specified after they have received notice of an award. ATA may then award the Contract to the next responsible Proposer or Proposers, or may call for new proposals.

5.44 NO PERSONAL LIABILITY

No Board Member, officer, agent, or employee of ATA or consortium agencies shall be held personally liable under this agreement, or because of the execution or attempted execution hereof or because of any breach hereof.

5.45 ATA NOT OBLIGATED

This Request for Proposals does not commit ATA to award a contract, to pay any costs incurred in the preparation or presentation of a proposal, or to procure or contract for services. ATA reserves, at its sole discretion, the right to reject any and all proposals received as a result of this Request for Proposals, and to waive informalities and irregularities in proposals received. ATA also reserves, at its sole discretion, the right to negotiate with all qualified sources, or to cancel, in part or its entirety, this Request for Proposals. ATA does not intend to award a contract solely on the basis of any response made to this Request for Proposals, or otherwise pay for information solicited or obtained. ATA may require selected proposers to participate in negotiations and to submit cost, technical or other revisions to their proposals in connection with or resulting from the negotiations.

ATA will not debrief formally or informally any firm's team who submitted proposals in response to Request for Proposals, nor are any documents or proposals received to be available for review by any consultant firm/teams.

5.46 CONTRACTUAL RELATIONSHIP BETWEEN PARTIES

A. Severability

If any part of the Contract between ATA and the Successful Contractor is held invalid or unenforceable, it shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. The other provisions of the Contract will remain in full force and effect.

B. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer may be appealed in writing to ATA's Chief Executive Officer within ten (10) days of receipt of the Contracting Officer's decision. The written decision of the Chief Executive Officer's decision shall be ATA's final agency action regarding the dispute. If the Contracting Officer is the Chief Executive Officer, the decision by the Chief Executive Officer may be appealed in writing within ten (10) days of receipt of the Contracting officer's decision to the ATA's Board of Directors. The written decision of the Board of Directors shall be ATA's final agency action regarding the dispute.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting officer's decision.

5.47 ASSIGNMENT

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

5.48 GOVERNING LAW

The Agreement, which may ensue under this solicitation, shall be governed exclusively by the federal laws of the United States of America and of the laws of the Commonwealth of Pennsylvania. This Agreement will not be governed by the United Nations Convention On Contracts for the International Sale of Goods or by the provisions of Article 2a of the Uniform Commercial Code, the application of which is expressly excluded.

The laws of the Commonwealth of Pennsylvania shall govern the rights, obligations, and remedies of the parties. Whenever there is no applicable state statute or decisional precedent governing the

interpretation of, or disputes arising under or related to, this contract, then Federal common law, including the law developed by Federal boards of contract appeals, the United States Claims court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue of any action shall lie exclusively in the Country. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

5.49 ATTORNEY'S AND OTHER FEES

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

5.50 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.

5.51 INCORPORATION OF FTA TERMS

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, or its successor, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ATA requests, which would cause ATA to be in violation of the FTA terms and conditions.

5.52 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

5.53 COMPLIANCE WITH FEDERAL REGULATIONS

USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ATA request that would cause ATA to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated

by reference in the Master Agreement between the ATA and FTA or the Pennsylvania Department of Transportation, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

PART 6 – TECHNICAL SPECIFICATIONS

This section addresses the minimum technical specifications required by this RFP. Any requirement that cannot be met should be identified and submitted as a deviation from the specification for review. If not deviation is identified, the proposal will be considered to meet the technical specifications as identified.

The proposal shall include a a thorough description of the software including the items required below, equipment to be provided and warranties of software and equipment.

6.1 General

- A. The software shall be a multi-tasking software product accessible by all users and updated in a single database.
- B. The software system shall be compatible with Windows XP and include file import options for transit specific hardware such as automated fareboxes, automated fuel islands, oil systems, bar code units, etc.
- C. The software system shall include on-site software installation, review of contracting AGENCY'S current procedures and requirements, training and an implementation plan for the software system. On-going software updates and availability to attend training seminars shall be included as part of the software system license and support agreement.
- D. As the Pennsylvania Department of Transportation has issued a statewide contract for a Fixed Route Intelligent Transportation System (FRITS), the software shall be capable of being integrated with the FRITS software such that both the ERP and the FRITS systems are integrated, successfully tested for interoperability and functionality and does not impede or impair the performance requirements of the FRITS.
- E. A list of current references shall be provided by the proposer.
- F. The following list is not intended to be all-inclusive, but minimum requirements.

6.2 Security

- A. Ability to modify and add menus.
- B. Ability to run user generated reports from said menu system.
- C. User specific security codes
- D. User identification prints on audit reports with date and time.
- E. Password restricts directory access.
- F. Access code restricts menu access and menu item access.

- G. Programs can only be run from menu.
- H. Menu selection recorded by user, date, time, and device automatically when programs are executed.
- I. Access codes have ability to expire on a given date.
- J. Output device variable by workstation/session.
- K. Multiple screen sessions available for each workstation.
- L. Program/system status inquiry displays users and programs in progress.
- M. Standard reports: System activity log by user, object or by date.

6.3 General Accounting Functions

Resources available with the transit specific integrated software shall include but not be limited to: Project Tracking, General Ledger, Fixed Assets, Accounts Receivable, Accounts Payable, Purchase Order Processing, Bar Code Inventory Management, Operator Timekeeping, Payroll Processing, and Human Resources.

6.4 General Ledger

The software system shall receive automatically generated subsidiary journal entries from interfaced systems to create automatic journal entries and shall have the following capabilities:

A. General Journal Entries

1. Records general journal entries, grant accounting entries, re-occurring entries, accrual entries and reversals, prior period adjustments and account balance re-distribution.
2. Updates journals in balance to the general ledger.
3. Maintains a Multi-Modal NTD Report based chart of accounts.
4. Maintains a monthly account history that is automatically posted by the system.
5. Keeps an automatic audit file of changes made to the chart of accounts or account history.
6. Creates/Edits an annual budget.
7. Automatic end of month and end of year account closings.
8. Cross-reference account reporting.
9. Standard reports and inquiries:
 - a. Detailed account inquiries
 - b. Subsidiary journal listings
 - c. Chart of accounts listing
 - d. Chart of accounts audit
 - e. Account history audit
 - f. Budget master listing
 - g. Income Statement with budget
 - h. Annual budget projection
 - i. Balance Sheet
 - j. Transaction Inquiry

10. Reports available by division or consolidated for all or multiple divisions:
 - a. Income statement
 - b. General ledger
 - c. Working trial balance
 - d. Comparative analysis
 - e. Transaction Journal
 - f. YTD General ledger
 - g. Budget analysis comparison
 - h. Budget variance report
11. Ability to post auditors adjusting entries for prior fiscal year while continuing the financial process for the current year.
12. Pie Charts and bar graphs displaying history, budget and current totals based on a variety of specified criteria.
13. Ability to re-produce financial reports for a prior period.

6.5 Grant Management/Project Tracking

- A. Records Projects by:
 1. Project Number
 2. Status – Active/Inactive
- B. Maintains Life to Date Information:
 1. Budgeted Amount by General Ledger Account
 2. Number/Budget Remaining
 3. Expenditures by Fiscal Year
 4. Grant Revenues Received by Type/Remaining
- C. Interfaces with General Ledger, Accounts Payable and Purchase Orders
- D. Standard inquiries by:
 1. Project Number
 2. Description
 3. Federal Grant Number
 4. State Grant Number
 5. Local Grant Number
 6. Operator
 7. Start Date
 8. Completion Date
 9. Department

6.6 Accounts Payable

- A. Maintains vendor files
- B. Additional DBE Identification information including certificate #'s dates of eligibility and NAICS codes

- C. Records invoices, assigning general ledger posting account to be charged.
- D. On-line updating to vendor master and general ledger journal.
- E. Debit or credit memos & applicable general ledger postings.
- F. Select invoice items for payment using various methods, including vendor/due date, discount eligible invoices, fixed expenses, items by reference number, etc.
- G. Cash requirements journal
- H. Allows modification of current payment selection being processed, without having to re-enter the invoice for payment later.
- I. Prints checks/vouchers
- J. Fixed Expense Payments
- K. Interfaces to an automatic check book reconciliation program.
- L. Interfaces to general ledger for updating cash, accounts payable, warrant accounts, assets, expense accounts, etc. Sufficient detail pertaining to accounts payable transactions to feed other departments through general ledger for budgeting/purchasing information.
- M. Manual check processing.
- N. Void/Canceled check processing.
- O. Standard reports and inquiries:
 - 1. Vendor History Inquiry
 - 2. Monthly Payables Register
 - 3. Aged Trial Balance
 - 4. 1099 Statements
 - 5. DBE reports consistent with PennDOT & FTA reporting formats
 - 6. Payment Selection Inquiry
 - 7. Check Register
 - 8. Checkbook reconciliation report

6.7 Accounts Receivable

- A. Accommodates cash receipts, contract billings and collections.
- B. Maintains customer files.
- C. Records invoices and general ledger posting accounts.
- D. Records bus passes or tickets sold by type.
- E. Audits consignment sales of bus pass(s) or tickets.
- F. Receives cash and applies payments.
- G. Interfaces to general ledger and updates accounts receivable, cash, consignment accounts, revenue, cost of goods sold, etc.
- H. Standard reports and inquiries:
 - 1. Sales inventory inquiry
 - 2. Aged trial balance
 - 3. Invoice printing
 - 4. Statement printing
 - 5. Customer balance inquiry detailing open item & historical detail

6.8 Fixed Assets

- A. Tracks individual assets, recording date of purchase, tagging asset, location, etc.
- B. Reporting or inquiry of asset needed by asset number, description 1, description 2, vendor name, date acquired, asset tag number, previous tag number, location, model number, serial number, federal grant number, state grant number, asset class, asset type, or person asset assigned to.
- C. Monthly depreciation calculation of each asset using straight-line method and posting same based on percentage of state, local, federal and operator participation.
- D. Interfaces to general ledger required for depreciation method specified in line 3 for posting to applicable depreciation/amortization and expense accounts.
- E. Standard reports and inquiries using methods described in line 2:
 1. Asset inquiry
 2. Depreciation Report
 3. General ledger depreciation detail by individual asset
 4. Asset file listing
 5. Fully depreciated assets
 6. Asset audit trail list
 7. Grant reporting
 8. Assets purchased/disposed during current fiscal year
 9. Bar code tracking option or describe method for annual physical audit.

6.9 Time Keeping

Timekeeping shall consist of a series of programs designed to allow the user to track employee time in a variety of methods suitable for differing job classifications. The employee time recorded shall be ultimately transferred to the payroll module for the purpose of cutting employee pay checks and contain sufficient checks to provide 100% accuracy of time recording. Each method shall provide for transfer of time or units to payroll module.

Method 1 - Timekeeping shall provide for use of PC as the device for “clocking in/out” which shall calculate the amount of time that has elapsed from the point of clocking in to the point of clocking out. The time calculated must be transferred to the payroll module.

Method 2 – Timekeeping shall be providing on an electronic timesheet used generally by administrative personnel but other types of personnel as well. This method shall permit the employee to complete pertinent data in the electronic timesheet for the particular pay period. Other types of pay such as sick, vacation, holiday, etc., should also be able to be entered into its own category for the purpose of tracking compensation benefits provided.

The timekeeping module should allow the employee to approve (certify correctness) prior to the submission of the data (timesheet or PC) and provide for supervisory approval before transferring data to payroll.

Both of the methods described above shall create labor transactions in the payroll module. Editing of

these labor transaction for the purpose of reconciling payroll data shall be provided.

Method 3 – A custom interface with an AGENCY’S time clock system, if used and retained, shall also be provided. The interface must provide for time to be printed, approved and transferred to the payroll module.

6.10 Payroll Processing

- A. Interfaces with operator timekeeping to deduce the daily driver pay time.
- B. Maintains employee master files including seniority, licensing, personal and tax related information as well as pay rate.
- C. Uses corresponding NTD form pay codes and compiles information for NTD Reporting.
- D. Accommodates various earnings codes for regular, overtime, sick, vacation, leave, training, expense, holiday off, holiday worked, and other standard transit earnings types.
- E. Allows multiple check types paid during a single payroll cycle.
- F. Establishes a general ledger interface for gross wages, taxes, voluntary deductions, payroll cash accounts, direct deposit payments, etc.
- G. Provides for void check processing.
- H. Provides for user established voluntary deduction codes, attendance codes, internal job class codes, mode of service codes, and local tax codes as required.
- I. Uses NTD Class Codes to compile related reporting information.
- J. Allows for up to 99 voluntary deductions for a single employee. These voluntary deductions can accommodate simple items ranging from health insurance to more complex Section 125 Flexible Benefits or pension plans requiring special tax handling routines. Voluntary deductions may be employee paid, employer paid, or both.
- K. Employee dollars and hours recorded by earnings code. Fringe benefit codes such as sick and vacation also store benefit accrual parameters and log hours used vs. earned and entitled. Update automatically by payroll update.
- L. Earnings and tax file accommodates all taxable requirements, gross wages, FICA wages, FICA tax, Medicare wages, Medicare tax, etc. Update automatically by payroll update.
- M. Elapsed time calculator.
- N. Modify/Add pay time.
- O. Automatic overtime calculation.
- P. Employee time summary.
- Q. Pay time inquiry.
- R. Payroll calculation and preview check register.
- S. Adjust deductions and accommodate manual checks.
- T. Automatic pay rounding adjustments.
- U. Paycheck printing
- V. Payroll register.
- W. Updates current payroll to employee files, NTD Report files and timekeeping history files.
- X. General ledger detail by employee and consolidated for update to payroll subsidiary journal files.
- Y. Monthly/quarterly/annual payroll files reset.

- Z. Interface payroll to bank for direct deposits of savings, checking or net pay.
- AA. Records employee attendance.
- BB. Easily maintains FICA and Medicare parameters as well as federal, state and local tax tables, without requiring program modifications for simple rate changes.
- CC. NTD Report expense class and time class consolidated detail.
- DD. Standard tax reporting:
 1. 941 Federal tax register
 2. W-2's and 1099's printing or floppy diskette reporting
 3. Wage diskette reporting
 4. PERS diskette reporting
 5. IMRF reporting
 6. W-2 register
- EE. Standard employee reports:
 1. Alpha list by department
 2. Birthday list
 3. Employee status list
 4. Inactive employees
 5. Voluntary Deduction list
- FF. Standard employee pay history reports and inquiries:
 1. Display pay history
 2. Paycheck inquiry
 3. Labor history summary
 4. Paycheck history report
 5. Employee audit trail
- GG. Miscellaneous payroll reports generated every pay cycle:
 1. Paycheck distribution audit
 2. Payroll department report
 3. Miscellaneous deductions audit
 4. Pay code summary

6.11 Human Resources

- A. Maintains the following employee reporting information and provides reports for:
 1. Birthday list
 2. Employees by department
 3. Employees by job class
 4. Summary by EEO code
 5. Date of full time status
 6. Employee hire status
 7. Seniority date
 8. Union listing
 9. Employees by rate
 10. Grade/step listing
 11. Last rate increase
 12. Inactive employees
- B. Employee history transaction detail for:

1. Occupational injury
 2. Accidents
 3. Outstanding achievement
 4. Certificates of appreciation
 5. Attendance/awards
 6. Commendation
 7. Certificates of completion
 8. Counseling
 9. Coach operator audits/ride check
 10. Community service award
 11. Outstanding customer service
 12. Disciplinary history
 13. Department of motor vehicles records
 14. Safe driving awards/special project or recognition awards
 15. Awards for excellence
 16. 5/10/15/20/25 year service award
 17. Intent to render discipline
 18. Job safety award
 19. Leadership award
 20. Medical examinations
 21. Maintenance work evaluation
 22. Passenger service report / rule violation notice
 23. Performance evaluation
 24. Employee suggestions
 25. Training record
 26. File review
 27. Records citations
- C. Records job applicants and related EEO, referral source, job class, job category, and disposition data.
- D. Standard inquiries and reports:
1. Job applicant listing
 2. Employee history inquiry
 3. Citation listing
 4. Employee history report
- E. Human resources interfaces with payroll master reporting.
- F. Employee Benefits Tracking
1. Customize unlimited benefit codes
 2. Interfaces to payroll data base
 3. Policy number tracking
 4. Effective / expiration dates of benefits
 5. Coverage amounts
 6. Deductibles
 7. Employee & employer premiums either fixed amounts or percentages
 8. Multiple dependents tracking
 9. Dependents personal data and address information

10. Dependent relationship to employee
 11. Co-pay data
- G. Random Test Selection
1. Parameter Driven By Job Class Code
 2. Ability to include Subcontractor in Selection

6.12 Online Job Application

- A. Online job application shall allow for pre-screening and pre-qualifying applicants.
- B. The applicant tracking system shall allow searches of employment applications for specific keywords, degrees, employment history, and other specifics to identify candidates who are qualified for the open position.
- C. The online application form shall import back to the Job Application form.

6.13 Employee Web Portal

- A. An employee web portal shall allow for providing communication and services to its employees.
- B. The employee web portal functionality shall provide a platform that integrates with to the HR and PR aspects of the requested system.
- C. The Employee Web Portal shall provide employee Earnings Statement, W2-Form, Request Leave Calendar and Forms and Documents that can be user defined.
- D. A level of security shall be provided that allows only authorized users access to the portal using a login and password.
- E. The system shall maintain the following employee reporting information and provide reports for:
 1. Birthday list
 2. Employees by department
 3. Employees by job class
 4. Summary by EEO code
 5. Date of full time status
 6. Employee hire status
 7. Seniority date
 8. Union listing
 9. Employees by rate
 10. Grade/step listing
 11. Last rate increase
 12. Inactive employees
- F. Employee history transaction detail for:
 1. Occupational injury
 2. Accidents
 3. Outstanding achievement
 4. certificates of appreciation
 5. Attendance / awards
 6. Commendation

7. Certificates of completion
 8. Counseling
 9. Coach operator audits/ride check
 10. Community service award
 11. Outstanding customer service
 12. Disciplinary history
 13. Department of motor vehicles records
 14. Safe driving awards/special project or recognition awards
 15. Awards for excellence • 5/10/15/20/25 year service award
 16. Intent to render discipline
 17. Job safety award
 18. Leadership award
 19. Medical examinations
 20. Maintenance work evaluation
 21. Passenger service report / rule violation notice
 22. Performance evaluation • Employee suggestions
 23. Training record
 24. File review
 25. Records citations
- G. Records job applicants, related EEO codes, referral source, job class, job category, disposition, absences, FMLA, workman's comp and physicals.
- H. Standard inquiries and reports:
1. Job applicant listing
 2. Employee history inquiry
 3. Citation listing
 4. Employee history report
- I. Human resources interfaces with payroll master reporting.
- J. Ability to execute information for the State and Local Government Information Form (EE04)
- K. Recruitment Tracking:
1. Job posting information
 2. Job cost information
 3. Job status information
 4. Employee Benefits Tracking
 5. Customize unlimited benefit codes
 6. Interfaces to payroll data base
 7. Policy number tracking
 8. Effective / expiration dates of benefits
 9. Coverage amounts
 10. Deductibles
 11. Employee & employer premiums either fixed amounts or percentages
 12. Multiple dependents tracking
 13. Dependents personal data and address information
 14. Dependent relationship to employee
 15. Co-pay data

16. Random Test Selection
17. Parameter Driven By Job Class Code
18. Ability to include Subcontractor in Selection
19. Affordable Care Act Comp

6.14 Leave Scheduling

- A. The leave scheduling module shall allow the user to eliminate unnecessary paperwork and shall save time by creating an on-line leave planning and reservations system.
- B. The system shall eliminate over scheduling of leave days and shall provide reports which assist in scheduling leave.
- C. The module shall allow a budget to be set up for the year noting number of leave days available for the year.
- D. A calendar display allowing for quick and easy vacation planning by department.
- E. The software shall allow for requested leave to be submitted for approval and a display of their current leave displays for planning leave. Authorized personnel shall be able to quickly view leave request, determine availability of leave time per employee and provide for the approval or disapproval of the leave request(s)
- F. Employees shall be able to check and see if leave is approved or disapproved.
- G. Standard Leave Scheduling reports:
 1. Leave availability
 2. Leave entitlements
 3. Employee leave request

6.15 Scheduling Overview

- A. Public Schedules
 1. Export schedules to PC applications or print camera-ready timetables.
 2. Maintains all bus stops scheduled to meet the public's ridership needs.
 3. Identify line, service, and direction combinations.
 4. Define stops for each line, service, and direction.
 5. Identify trip and stop footnotes with appropriate descriptions.
 6. Identify stop locations with time-points and location description.
 7. Automatically build trips.
 8. Make adjustments on scheduled times, duplicate schedules, and update miles.
 9. Purge sign-ups that are no longer needed.
 10. Standard Inquiries:
 - a. Timetable Inquiry
 - b. Public Information Inquiry
 - c. Customer Service Representative Inquiry
 11. Standard Reports:
 - a. Schedule Time Audit Report
 - b. Route Master Listing
 - c. Stop Description
 - d. Stop ID's by Route

B. Run Cutting

1. Maintain driver run assignments, vehicle blocking, and scheduling.
2. Define non-revenue time-points, mileage, deadhead time between time-points and paid driver time.
3. Identify routes and directions for blocking.
4. Routes can be interlined for vehicle blocking.
5. Specify stop ID codes for relief location.
6. Specify day of the week service is available.
7. Assign driver footnotes for any stop on any trip.
8. Automated run cutting allows user to experiment with possible new run scenarios and increase efficiency.
9. Run assignments can be cut automatically or manually.
10. Able to transfer Public Schedules block to run cutting module
11. Define blocking and run parameter work rules.
12. Driver run assignments can be broken down into essential elements such as Report Time, Deadhead Time Platform/Revenue Time, Spread Time, Turn in Time etc. for NTD Report information.
13. Able to re-run or re-number schedule trip blocking.
14. Print unblocked trip list, blocked trips master listing, vehicle usage guide.
15. Cut single piece runs, multiple piece runs.
16. This module must interface with Revenue & Ridership Statistics, Operator Timekeeping, Payroll, and Automated Dispatch modules.

C. Standard Reports

1. Pull In, Pull Out Report
2. Sign In, Sign Out Report
3. Pre Bid and Post Bid Report
4. Driver Run Guide and Block Paddle Report
5. Block Manifest Across and Block Manifest Down Report
6. Build various Statistical Reports such as Miles Per Route, Hours Per Route and Vehicles Per Route

D. Operator Timekeeping

1. Maintains a master file that describes the pay time defined for a specific sign-up (mark-up or bid board) based on pay codes defined by NTD Report Form - Operator's Wages.
2. Allows run bid assignments.
3. Generates the daily pay time based on the scheduled run bid assignments for a specific sign-up.
 - a. Posts exceptions to the scheduled sign-up using various methods.
 - a. Extra board entry.

- b. Stand by or other pay time.
 - c. Revise pay time.
 - d. Adjust pay codes.
 - e. Assign specific pay time by department to relate with
 - f. NTD Report Form
- 4. Maintains a supervisor time check file for recording driver on time performance by date and location.
 - 5. Daily pay time interfaces to payroll for paycheck calculation. Payroll update provides history for operator timekeeping and NTD Reporting.
 - 6. Standard reports and inquiries:
 - a. Labor variance report
 - b. Daily pay time report
 - c. Final pay time audit
 - d. Unassigned run listing
 - e. Driver sign-in sheet
 - f. Bid inquiry by employee
 - g. Bid inquiry by run
 - h. Display current pay time
 - i. Display pay history
 - j. Sign-up variance report
 - k. Bid listing by seniority
 - l. Run listing by employee
 - m. Run listing by sign-up/division
 - n. Driver pay report
 - o. Run pay audit listing
 - p. Display average hours worked

6.16 Automated Program for Dispatching

- A. Allows dispatchers to maintain runs and exceptions.
- B. Assign drivers to the extra board
- C. Rotate the extra board according to the criteria specified.
- D. List all open runs for easy scheduling.
- E. Easily assign drivers to open pieces of work.
- F. Have hold down operators execute the work of drivers on vacation.
- G. Make adjustments to runs such as adding late time or subtracting turn in time.
- H. Split up run between 2 or more drivers.
- I. Cancel run due to weather.
- J. Print several reports illustrating drivers and work assigned.
- K. Assign footnotes to runs.
- L. Sort runs by run class code or report time.
- M. Once the day is completed, easily transfer data to the payroll module.
- N. Standard Reports include:
 - 1. Drivers Hrs Worked

2. Average Hrs Worked History
3. Employee Time Summary
4. Benefit Time Balance
5. Full/Part Time Seniority
6. All Fixed Route Drivers
7. License Expirations
8. Daily off (Mon off, Tues off, Wed off etc)

6.17 General Planning & Statistical Functions

Track statistics for operational analysis including ridership, vehicle miles, revenue miles, vehicle hours, revenue hours, vehicle VAMS, VOMS

6.18 Claims & Safety

- A. Maintains information on each accident reported and data pertinent to safe driving awards.
- B. Compiles data for Section 15 Form 405.
- C. Records claims settlement history on lawsuit costs by attorney and claimant.
- D. Ability to insert objects, such as pictures and/or documents into the record.
- E. Standard reports and inquiries:
 1. Accident/incident report
 2. Safe driving award list
 3. Accident analysis report
 4. Claims settlement history
 5. Accident/incident inquiry

6.19 Revenue & Ridership Statistics

- A. Maintains a standard schedule file that details all daily trip activity.
- B. Generates daily trip information and posts revenue and ridership counts as applicable.
- C. Accommodates import capabilities from automated fareboxes.
- D. Compiles historical data for NTD Reporting. Records history for the following: fare history statistics, miles and hours statistics, line history statistics, mode history statistics, and line cost history.
- E. Records route sampling information and demand-response route sampling. Employee sampling also accommodated.
- F. Standard reports:
 1. Daily trip audit
 2. Daily route summary
 3. Route sample printing
 4. Demand-response sample printing
 5. Employee sample printing
 6. Comparative route and passenger analysis
 7. Route analysis listing

6.20 National Transit Database (NTD)

Captures the data required for NTD reporting either directly to FTA or to PennDOT consolidated reporting in the case of 5311/5310 subrecipients

6.21 Samples

- A. Collect Ridership using NTD sample methodology.
- B. Use handheld data collectors to store the actual on-board counts.
- C. Download random trips into units.
- D. Ability to check dwell times.
- E. Can be used for special trip passenger count surveys.
- F. Interfaces with Public Schedules.

6.22 Customer Service

- A. Tracks complaints and compliments to be utilized through Customer Service.
- B. Distribution capabilities include intranet and Internet utilizing installed email.
- C. Security features that allow for confidentiality and accountability.
- D. Standard Reports include Service Desk Exceptions Report, Summary
- E. Report along with various Miscellaneous Reports.
- F. Intended to be used to record, store, and track complaints, compliments, and commendations.
- G. Completed complaint reports are forwarded to designated department(s) for response.
- H. Exception reports are generated for complaints that have not been forwarded to the department, or complaints that are not completed or verified.

6.23 General Maintenance Functions

- A. Fleet Maintenance
 1. Maintains a vehicle file that stores all pertinent vehicle information required identifying vehicles, recording MTD, YTD and LTD costs associated to a vehicle, preventive maintenance parameters and NTD Report data.
 2. Provides for daily entry and/or automated fuel island import of consumables auditing data.
 3. Accommodates pump meter and tank measure readings. Provides audit reports for same.
 4. Accounts for miscellaneous consumables issues.
 5. Allows service entry by hub, mileage or hour readings and accommodates off site servicing.
 6. Automatically updates daily service costs to vehicle file and updated mileage while reducing on hand consumables

- quantities.
7. Provides a service audit report noting any vehicle usage discrepancies.
 8. Provides inspection forecast reports for all vehicles and allows users to define PM checklists for each PM inspection type and print PM checklist for vehicles due for inspection.
 9. Provides a list of vehicles overdue for inspection.
 10. Maintains a tire file that identifies tire usage and costs with mileage automatically updated.
 11. Records tire change information and assigns tires to a specific vehicle.
 12. The following vehicle/tire reports and inquiries are provided:
 - a. Fleet Performance
 - b. Pump and tank audit reports
 - c. Pump and tank list
 - d. Consumable Usage Report
 - e. Tire listing
 - f. Tire inquiries by vehicle, and tire history
 - g. Monthly mileage report

6.24 Inventory

- A. Automatic reorder capabilities using the minimum and maximum stock levels and the on-order and on-hand balances to calculate suggested reorder quantities.
- B. Generates a reorder list that may be modified prior to generating purchase orders for the desired quantities by interfacing with the PO system.
- C. Keeps an item history that shows usage quantities by item for the last 12 months and the last fiscal year.
- D. Provides unit of measure conversions and inventory transfers.
- E. Accommodates on hand/usage and purchase adjustments plus warranty receipts adjustments.
- F. Provides for physical inventory tracking using a bar coded inventory method.
- G. Prints a deviation report and update appropriate inventory files.
- H. Posts Journal Entries for deviations to assigned account numbers.
- I. Identify bid items.
- J. Standard item inquiries and reports:
 1. Item inquiry by item number
 2. Description, warehouse/bin location, product class, vendor OEM number, vendor description or vendor account number.
 3. Perpetual inventory inquiry, automatically updated by purchase orders, vehicle maintenance, and work orders so as to track all movement of an item and display detail on purchases, receipts, order cancellations, backorders, purchase adjustments, usage adjustments, issues, invoices, invoice cancellations, finished goods, return to inventory, transfers and physical inventory deviations.

4. PO inquiry by item.
5. Vendor OEM number cross reference file automatically update by purchase orders so as to provide the following information for each stock item: vendor, vendor OEM number, last unit cost, last purchase date, last receipt quantity, last purchase order number, last receipt date and lead time in days for every vendor the item is purchased from.
6. Inventory history analysis
7. Analysis listing
8. Inventory item listing
9. Extended price book.
10. Inventory Valuation Report

6.25 Bar Code Inventory Management

- A. Uses portable laser gun technology to track daily parts issues and import the data to the PC for work-order processing use.
- B. Prints bar code labels for parts, employees and work-orders.
- C. Uses same technology for cycle counts, physical inventory, work-order labor, and fast fuel and fixed asset tracking.
- D. Docking station file transfer
- E. Updates physical inventory, noting counts and deviations
- F. Updates work-order issues, noting issues and discrepancies
- G. Updates fixed assets, noting assets recorded
- H. Updates work-order labor entries.
- I. Updates Daily Service file.

6.26 Component & Warranty Tracking

- A. Maintains component file identifying components, warranty tracking and preventive maintenance parameters.
- B. Provides inspection forecast reports for all components and allows users to define PM checklists for each PM inspection type and print PM checklist for components due for inspection.
- C. Cross references components to a specific vehicle and lists components on a given vehicle.
- D. Provides component inspection report and inquiry.

6.27 Vehicle Problem/Road Call Reporting

- A. Records road call information quickly and prints a road call report for mechanic to take on road.

- B. Records driver reported defects.
- C. Reported road call or defects automatically generate a work-order
- D. Provides the following inquiries and reports:
 1. Road call/defect inquiry by vehicle, driver, dispatcher, problem code, mechanical or other, and by date range.
 2. Problem correction notice to driver once repair completed.
 3. Problems by vehicle noting mean time between failures.
 4. Problems by driver
 5. Problems by problem code noting mean time between failures
 6. Vehicle miles by code
 7. Vehicle miles by type

6.28 Work Orders

- A. Work order numbers are assigned automatically by the system allowing separate set of numbers based on repair location and asset type. Manual entry is also accommodated for pre-printed work-orders.
- B. Work order information recorded and stored by vehicle. The parts used reduce on- hand inventory quantities and interface to general ledger inventory and expense accounts. Rebuilds and components also accommodated.
- C. Accommodates for Notes entry by mechanic and/or supervisors. Ability to insert objects such as schematics or pictures is included.
- D. Prints bar coded work-orders immediately upon assignment of work by supervisor.
- E. Accommodates tool inventory tracking, tasks to be used with Employee Assignments, and Employee time clock usage.
- F. The following inquiries are provided:
 1. Vehicle work-order history inquiry.
 2. Work-order inquiry.
 3. Work-order totals by class code.
 4. List open work-orders.
 5. Operation code listing.

6.29 Purchase Order Processing

- A. Purchase order numbers can be assigned automatically with a different set of numbers based on location code.
- B. Order from address information that interfaces to accounts payable vendor files.
- C. Requisitions become purchase orders once authorized by specified users.
- D. User authorization levels can be set by department and user for specified dollar criteria.
- E. Authorization/Security takes places with encrypted user pin numbers.
- F. Allows for tracking of blanket PO's with Contract number, Start/End Date, Contract Amount and Balance Remaining.
- G. Records purchase orders; system automatically generates sequential purchase order numbers.

- H. Entry of general ledger posting account accommodated on each line item of purchase order. Account transactions flow to Accounts Payable module.
- I. History of purchase orders kept on file.
- J. As PO are recorded, interfaces with inventory to automatically increase on-order quantities in inventory master files. Also, vendor prices and OEM numbers are automatically recorded for building of vendor OEM cross reference file.
- K. Prints PO, accommodating taxable items, extended cost, freight, deposits, etc.
- L. Prints receiving documents for receipt of incoming goods against packing slips.
- M. Prints PO audit list.
- N. Standard PO reports and inquiries:
 - 1. PO inquiry by vendor
 - 2. PO inquiry by PO number
 - 3. PO inquiry by item
 - 4. Outstanding PO items
 - 5. PO items by item number
 - 6. PO items by vendor
 - 7. PO items by due date
 - 8. Vendor Item Cost Inquiry
- O. Records PO receipt of goods
- P. Prints PO receipts audit list
- Q. Updates receipts, thereby reducing on-order quantity and increasing on-hand.
- R. Prints receiving documents for matching to packing slips and then forwarding to accounting for PO invoicing.
- S. Prints new receiving documents for any partial receipts.
- T. Standard PO receipts reports:
 - 1. PO receipts by item number
 - 2. PO receipts by PO number
 - 3. PO receipts by vendor
 - 4. PO items not received
- U. PO invoice entry.
- V. Prints PO Invoice audit and updates average cost data in inventory master file, interfaces with Accounts Payable for automatic invoice posting, ready to process for payment.
- W. Control Flag option enables reauthorization of PO if invoiced unit cost is higher than ordered unit cost.
- X. Standard PO Invoicing reports:
 - 1. PO receipts not invoice
 - 2. Auditors Transaction Detail.
- Y. Other reports:
 - 1. Order From Address List
 - 2. Interfaces with inventory item minimum and maximum standards and produces a suggested re-order report on demand.

6.30 Interfaces

At a minimum, the transit specific integrated software system should interface with:

- A. Automatic vehicle locators (AVL)
- B. Fare boxes
- C. Time clocks
- D. Fuel islands

6.31 Bid Management

- A. Bid management will interface with aspects of the Purchase Requisition, Project Tracking, Contract Management and Grant Management suites.
- B. The software shall allow for managing the Public bidding process including generating bid lists, tracking the status of bids and tabulating bid results.
- C. Bid information
 - 1. System allows for automatic bid numbering
 - 2. Type of bid – sealed, competitive, sole source
 - 3. Define type of goods and services required for the bid
 - 4. Define bid item(s)
 - 5. Define critical date/time
 - 6. Define bid terms
 - 7. Create categories for bids, i.e. cost category for tracking expenses
 - 8. Documents can be attached to a specific bid, i.e. bid letter, submittal
- D. Bid Release
 - 1. Track and maintain lists of vendors (Mail, Fax or email bid package)
 - 2. Deadline Flags
 - 3. Process request for quotes
 - 4. Track and maintain vendor correspondence
- E. Bid Evaluation
 - 1. Record results
 - 2. Track comparative bid qualifications
 - 3. Track any bid deposits, refundable, non-refundable
 - 4. Track payments received i.e. cash, money orders
 - 5. Modify/Add user define notes
 - 6. Track vendor references/qualifications/credentials
 - 7. Track lead time for bid items
 - 8. Track disqualified and debarred vendors
- F. Bid Management
 - 1. Check status of bids
 - 2. Allows for the editing of bid lists
 - 3. Track bid Events/Schedule (keep others informed) – email correspondence
 - 4. Assign the bid to a project

5. Track bid date/time i.e. when bid was sent out, bid start date/time, bid end date/time, duration of bid
 6. Allows for tracking “sections” of bid
 7. Managing and reporting DBE’s
 8. Managing complex engineering and construction contracts
- G. Standard Reports and inquires
1. Number of days until bid expires
 2. Goods and Services by Vendor
 3. Expense Report

6.32 Contract Management

- A. Contract Management shall provide tracking and monitoring capabilities for various types of contracts for the transit industry including contractual obligations and conditions to ensure compliance.
- B. Contract Management shall automate this process.
- C. Contract management shall interface to Requisitions, Purchase Orders, Account Payables and Bid Management.
- D. Contract creation
1. Define project manager
 2. Define project team with specific responsibilities
 3. Easily access documents (attachments)
 4. Maintain and track information pertinent to each contract
 5. Optimizes costs and savings
- E. Tracking obligations
1. Share documents with co-workers, easy for collaboration
 2. Critical date management, i.e. commencement and termination dates of contract, insurance, bonds etc.
 3. Track compliance
 4. Acceptance Flag
 5. Renewal tracking
 6. Task management
- F. Manage the contract
1. Manage vendor performance/rating
 2. Manage deliverables
 3. Track costs
 4. Track DBE vendors and sub vendors
 5. User defined workflow approval
 6. Certifications
- G. Standard Reports:
1. Contracts, Insurance policies, bonds up for renewal

2. Master contract list by vendor, contract # and commodity codes
3. List expenditures
4. List of refunds issued by contract
5. Listing of contracts close to expiration date
6. List of orders/items for a specific contract

6.33 Asset Management (MAP 21 Statement of Good Repair (SGR))

- A. Asset Management shall encompass all facets of facilities/asset management, from managing work orders, executing preventative maintenance, monitoring cost, warranty tracking, incident reporting, life cycle assessments and other aspects which allow the transit to keep its stock in a “State of Good Repair” (SGR).
- B. Asset Management module shall allow for a strategic and systematic process of operating, maintaining, upgrading, and expanding physical assets effectively throughout their life cycle.
- C. There shall be a focus on resource allocation and utilization, with the objective of better decision-making based upon quality information and well-defined objectives.

The following functionalities within Asset Management shall provide for data and decision support for each step within the Asset Management process in order to keep the inventory in a state of good repair. The objective is to comply with FTA’s request by having a systematic tracking of data and decision support in order to comply with the requirements and control cost management in order to keep assets in a SGR.

- D. Storing a complete asset inventory:
 1. Unlimited Number of Assets Can Be Stored
 2. Parent Asset With Child Assets
 3. Capital Assets Vs. Non Capital Assets are Tracked
 4. Equipment, Facilities, Systems, Transit Stations, and Guide Way Elements etc.
- E. Recording information, condition and performance data for the asset inventory:
 1. Description
 2. Serial #, Make/Model, Year and specifications
 3. Asset Type, Class & Sub Class
 4. Asset or Sub Asset
 5. Attach Notes, Photos, Repair Manual, Specifications List
 6. Certifications
 7. View all Sub Assets Attached to Main Asset
 8. Asset Location: Address, City, State, Zip, Latitude, Longitude, Township, Range, Section, Location Code
 9. Linear Assets: Length, UOM, Starting/Ending points

10. Date Last Cleaned / No. Days Since Cleaned
 11. Active vs. Inactive
 12. Easy Setup With Clone Feature for Similar Assets
 13. Store Photo of Asset
 14. Inquiry Form for Viewing Only
- F. Acquisition Information:
1. Vendor
 2. Date Received
 3. Capital Funding Source
 4. Purchase Order
 5. Contract #
 6. Asset Cost
- G. Identifying deficiencies in existing assets:
1. Incident Tracking
 2. Identify Users Reporting Problems with Assets - Phone #, Email Address
 3. Select From List of Problem Codes
 4. Cost Per Mile/Hour
 5. Miles/Hours Between Failures
 6. Out of Service Date, Out of Service Code, No. of Days Out of Service
 7. Email Notifications Sent to Notification/Resolutions User Groups
 8. Manage Incidents To Ensure Being Completed in Timely Manner
 9. Problem Resolution
- H. Providing decision support capability for predicting future conditions and needs:
1. Search History of Past Incidents to Identify Reoccurring problems
 2. Track Warranty
 3. Life Expectancy Miles/Hours/Months
 4. Life Cycle Condition
 5. Visual Assessment
 6. Life Cycle Adjustment
 7. Min/Max Levels for Overhaul / Since Last Overhaul / Number of Overhauls
 8. Miles/Hours/Months Remaining
 9. Percent Remaining
 10. Estimated Replacement Date
 11. Mileage/Hours When Retired
 12. Date Retired / Reason Retired
 13. Actual Life Months
- I. Tracking data on work accomplishments, including maintenance actions and capital projects:
1. Interfaced With WO Module to Create Work Orders for All Types of Assets

2. Review all WO History by Asset
 3. Tracks Labor/Material/Other Work Order History per Asset
 4. Specific Labor Operation Codes Identify What Type of Work Performed
 5. Track Down Time of Asset
 6. Create Preventative Maintenance Cycles
 7. Generate global PM WO's by Asset Class, Asset Sub Class or Individual Asset
 8. Create Campaign WO's to Accomplish a Similar Task on all Assets in a Class or Sub Class
 9. Contract Number
- J. Supporting monitoring and reporting:
1. Inspection Forecast Report
 2. Useful Life Report – Life Expectancy, Life Cycle Adjustment, Replacement Date, Months Remaining, Cost
 3. Asset File Listing - Display/Print Asset History, Miles, Hours, Labor/Material/Outside Costs, Total Cost, Cost per Mile/Hour, Miles/Hours Between Failures
 4. Asset Audit Report – Track Changes Made to Asset Fields Identifying Specific User and Computer Name Making the Change / Identifies Date and Time Record Changed / Lists Data Before and After Change Was Made.
 5. Create Custom New Fields Within Asset Management Form
 6. Create Custom Reports based on Newly Created Custom Fields for Tracking/Maintaining Info That is Unique to Transit Agency.
 7. Print/Email Certification Alerts When About to Expire.
 8. Print Incidents List by Type, Class & Sub or Problem Code

The remaining portion of this page has been left intentionally blank.

Exhibit A - Price Proposal Form
1902ADP001

Name of Firm: _____

Address and Telephone Contact of Proposer: _____

Name and Title of Authorized Individual: _____

Date of Proposal: _____

Price for All Components sold as System \$ _____

Price for Required Equipment:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Price for System and Equipment \$ _____

If more space is needed, attach list of all equipment with pricing

Name of Firm: _____
1902ADP001 Price Proposal page 2

Price for Modules

The RFP includes approximately 33 different functional areas. The module listed below must be consistent in title/description with the description of modules described in the narrative portion of the proposal submitted for consideration. Prices quoted here will be assumed to include the full description of Modules and the functions they specifically address to meet the requirements of the ATA/Agencies.

Name of Module	Technical Spec reference contained in Module	Price per Module
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Continued next page

Name of Firm: _____
1902ADP001 Price Proposal page 3

Price for Modules (continued)

Name of Module	Technical Spec reference contained in Module	Price per Module
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		

Name of Firm: _____
1902ADP001 Price Proposal page 4

3. REQUIRED SIGNATURES

IF SOLE OWNER, Sign here:

I sign as sole owner of the business named above:

IF PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do:

IF CORPORATION, two corporate officers sign here:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

IF JOINT VENTURE, officers of each participating firm sign here:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Joint Venture Name composed of: _____

By: _____ Title: _____

By: _____ Title: _____

**Exhibit B – Description of Enterprise Resource Planning Software,
Equipment and Warranties**
1902ADP001

**Vendor to provide description as noted in Section 3.0 in this RFP
as “Exhibit B”**

Exhibit C – Exceptions or Deviation from Technical Specification
1902ADP001

Identification of deviations or exception must be presented on this form for each specification item that cannot be met.

Please submit a separate form for each deviation of a specified requirement

Proposer: _____

Contact: _____

Address: _____

Phone: _____ **email:** _____

Section: _____ **Page in RFP:** _____

Specification Description	Deviation Description	Reason for Deviation

For Consortium member purpose only:

Approved: _____ **Denied:** _____

Signed: _____ **Date:** _____

Exhibit D – Sample Contract
1902ADP001

This Contract is made and entered into by and between ATA, and Contractor, a Corporation in good standing under the laws of the State of _____ as of this ___ day of _____, 2019.

RECITALS

Whereas, ATA issued a Request for Proposals (“RFP”) on February 12, 2019 for the purchase of an Enterprise Resource Planning software for up to eight transit systems during the period of term of the contract, a copy of which is attached and incorporated as Exhibit A; and

Whereas, Contractor submitted a Proposal and/or Best and Final Offer, dated _____, a copy of which is attached and incorporated as Exhibit B; and

Whereas, ATA Board of Directors has passed resolution _____ to award this contract to Contractor, which offered the most advantageous proposal to ATA, price and other factors considered; and

Whereas, the consortia agencies listed in the RFP documents or any additional public agencies that ATA assigns any of its rights to purchase an ERP system or components, including the exercise of options will enter into individual contracts with Contractor in accordance with the RFP documents.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. Purchases

Subject to the terms and conditions contained herein, ATA agrees to purchase from Contractor and Contractor agrees to sell to ATA an order for an Enterprise Resource Planning software system (ERP) or components thereof in accordance with the RFP and Contractor’s Proposal during the contract term. Other public agencies may enter into individual contracts with Contractor at any time during the five year contract period.

2. Incorporation by Reference - The following documents, and each and every term and condition thereof, are incorporated herein by reference as though fully set forth at this point:

A. **ATA documents** - ATA Request for Proposal and any addenda thereto. Copies of said documents are attached hereto and marked Exhibit A.

B. **Contractor Documents**: Contractor’s Best and Final Offer dated _____, and Technical **Proposal** dated _____, are attached hereto and marked Exhibit B.

3. **Precedence of Documents** - In the event of any conflict between the documents set forth in Sections 2(A) and the documents set forth in Section 2 (B), the conflict shall be resolved by giving the documents set forth in Section 2 (A) precedence over the documents set forth in Section 2(B).

4. **Maximum Compensation**

The cost for the ERP system or components shall be in accordance with Exhibit B.

ATA agrees to pay Contractor a sum not to exceed \$_____.

Unless otherwise provided for elsewhere, ATA shall pay to the contractor the full contract price upon delivery of a fully implemented and properly tested ERP software system or components within thirty (30) days subject to the Holdback provision, after acceptance by ATA of said ERP system or components and receipt of an approved invoice from Contractor.

5. **Invoicing and Payment**

In order to receive payment, invoices must be furnished by the contractor to ATA or Consortium member. Invoices should clearly state the following information:

- A. Contract or Purchase Order Number
- B. Software System serial number (if applicable)
- C. Module Name(s)
- D. Delivery or shipment date
- E. Total System Price or if purchasing by module, Price per Module(s) invoiced

All invoicing documents should indicate the name of the purchaser of each system.

The contractor will provide written certification that all subcontractors and vendors to the prime proposer have been paid in full before ATA shall releases final payment.

ATA is exempt from federal excise tax, including tax on transportation, and the state sales and use tax. It is the responsibility of the contractor to obtain Federal and State tax exemption from each Consortium member.

6. **Retainage**

For each Application for Payment, ATA shall retain and withhold payment of ten percent (10%) as security for Contractor's full and faithful performance of its obligations pursuant to this Contract. All amounts withheld or secured pursuant to

this Subarticle shall be referred to herein as "Retainage." The Retainage shall be payable, subject to the provisions of this Subarticle, to Contractor within thirty (30) days of receipt of the final invoice and acceptance of integrated software system, unless specific defects in the software system are found by the purchaser, or all instruction manuals are not received by the purchaser. The defect(s) found will be described and submitted in writing to the contractor when identified, including the relevant specification requirements within the thirty (30) day withholding period. The withheld funds will be paid in full to the contractor upon satisfactory repair of the software system.

7. **Time of Performance**

The order set forth to be purchased by ATA under this contract shall be completed in first-class condition and ready for acceptance by ATA no later than _____, _____. Failure to comply with this schedule shall subject Contractor to liquidated damages and such other remedies as shall be available to ATA.

8. **Amendment** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.

9. **Remedies Cumulative** The remedies conferred by this Contract upon ATA are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

10. **Successors and Assigns** This Contract shall be binding upon and inure to the benefit of ATA and Contractor and their respective successors in interest and assigns.

11. **Waiver** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.

12. **Notices** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

For the Area Transportation Authority

Michael E. Imbrogno, Chief Executive Officer
Area Transportation Authority
44 Transportation Authority
Johnsonburg, PA 15845

For the Contractor

To be completed

13. **Insurance** Prior to Authority issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to Authority, in accordance with terms outlined in the Request for Proposals.
14. **Time of the Essence** Time is of the essence in this Contract.
15. **Headings** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
16. **Severability** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State or the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
17. **Attorneys' Fees** Contractor agrees to pay reasonable attorneys fees and expenses incurred by ATA in enforcing the obligations of this contract.
18. **Entire Agreement** It is expressly agreed between ATA and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
19. **Governing Law** This Contract shall be governed and construed in accordance with the laws of the State.
20. **Subject to the Federal Transit Administration Disbursement** This Contract and any future amendments thereto shall be subject to disbursement of funds to ATA by the Federal Transit Administration (FTA). ATA reserves the right to cancel the contract at any time, in accordance with the terms as outlined in the Request for Proposals, if adequate funding is not made available for the intended purchases.
21. **FTA Certifications** Contractor shall execute the following FTA certifications for ATA:
 1. Buy America Certification
 2. Certification Regarding Debarment
 3. Lobbying Certification

22. **Assignment** The Contract may not be assigned, transferred, conveyed, sublet or otherwise disposed of without prior consent in writing of the designated ATA Contracting Officer and the Contractor. ATA may assign the exercise of options to public agencies in accordance with the contract documents.

IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

Area Transportation Authority of North Central Pennsylvania

By:

Attest:

Michael E. Imbrogno
Chief Executive Officer

Coletta J. Corioso
Chief Financial Officer

Insert Name of Contractor Firm

By:

Attest:

Name
Title

Name
Title

Exhibit E – Buy America Certification
1902ADP001

Buy America Certification
Steel or Manufactured Products

General Requirement (as stated in 49 CFR 661.5)

- a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel and manufactured products used in the project are produced in the United States.
- b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bi-metallic power rail incorporating steel or iron components.
- d) For a manufactured product to be considered produced in the United States:
 - 1. All of the manufacturing processes for the product must take place in the United States; and
 - 2. All of the components of the product must be of U. S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b)

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5232(j)(1), and the applicable regulations in 49 CFR part 661.

Company: _____

Name: _____ Title: _____

Signature: _____ Date: _____

**Certificate of Non-Compliance with Buy America Requirements
1902ADP001**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7

Company: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit F – Lobbying Certification Form
1902ADP001

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*.

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 such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Company Name _____

Address _____

Signature _____

Printed Name _____

Title _____

Date _____

Exhibit G – Debarment Certification

1902ADP001

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

(for Proposals totaling over \$25,000)

1. The undersigned below agrees that it will comply and facilitate compliance with US DOT regulations, “Non-procurement suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S, Office of management and Budget (US OMB) “guidelines to Agencies on government-wide Debarment and Suspension (Non-procurement), “ 2 CFR part 180.
2. The undersigned further certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded , or disqualified from covered transactions by any Federal department or agency;
 - b. Have not within a three year period preceding this bid/offer been convicted of or had a civil judgment rendered against them for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; 2) violation of Federal or State antitrust statutes; or 3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - d. Have not within a three year period preceding this bid/offer had one or more public transactions (Federal, State or local) terminated for cause or default.
 - e. If at a later time, it receives any information that contradicts the statements of items 1. above, it will promptly provide that information to the ATA;
 - f. It will treat each lower tier subcontract as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - i. Equals or exceeds \$25,000
 - ii. Is for audit services, or
 - iii. Requires the consent of a federal official, and
 - g. It will require that each covered lower tier subcontractor shall
 - i. Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - ii. Assure that each lower tier participant in its project is not presently declared by any federal department or agency to be:
 1. Debarred from participation in its federally funded Project
 2. Suspended from participation in its federally funded Project,

Exhibit G – Debarment, Suspension and other Responsibility Matters
page 2

3. Proposed for debarment from participation in its federal funded Project,
4. Declared ineligible to participate in its federally funded project,
5. Voluntarily excluded from participation in its federally funded Project, or
6. disqualified from participation in its federally funded Project, and

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

The undersigned hereby certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et. Seq. are applicable thereto.

Company Name _____

Address _____

Signature _____

Printed Name _____

Title _____

Date _____

Exhibit H - Non-Collusion Affidavit

1902ADP001

I certify that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and/or officers. I am the person responsible in my firm for submission of this proposal including its price. As such, I state that:

1. The bid/price(s) proposal has been arrived at independently and without consultation, communication or agreement with any other contractor, offeror or potential offeror, and
2. Neither the bid price or price(s) proposal, any of its elements, or any amount approximating the proposal has/have been disclosed to any other firm or person who is an offeror or potential offeror, and
3. No attempt has been made or will be made to induce any firm or person to refrain from submitting a bid/price(s) proposal that would compete with the bid/price proposal that has been submitted, and
4. The bid/price proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive offer.
5. My firm, or its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or tendering offers on any public contract, except as follows:

I further state that my firm understands and acknowledges that the above representations are material and important, and will be relied on by the Agency considering this proposal in awarding the contract(s) for which my firm has submitted a bid/price proposal. I understand and my firm understands that any misstatements in this affidavit is and shall be treated as fraudulent concealment from the Agency soliciting proposals of the true facts relating to the submission of proposals for this contract.

Name of Firm Represented: _____

Address: _____

Typed Name

Title

Signature of Representative

Sworn to and subscribed before me this _____ day of _____, 2019

Notary Public

My commission expires

Seal