



Butler Transit Authority, Butler, PA is soliciting price proposals from qualified vendors for a “Fixed Price” contract to provide Natural Gas Services and welcomes you or your business to submit a proposal for the same. If interested, please review the attached information and proposal submittal procedures required by Butler Transit Authority for consideration of you or your business.

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Natural Gas Services**

Issued by:  
 Butler Transit Authority  
 130 Hollywood Drive, Suite 101  
 Butler PA, 16001  
 724-283-0445  
 Contact: John Paul  
 jpaul@butlertransit.com

November 13, 14, 15, 2018	Request for Proposal (RFP) Released/Advertised
November 27, 2018	Pre-Proposal Conference (Optional) 10 a.m. @ BTA Admin. Office
November 30, 2018	Written questions from proposers due by 3:00 p.m. prevailing time
December 4, 2018	Written responses to questions issued by Butler Transit Authority
December 7, 2018	Proposals due by 3 p.m. prevailing time
December 10, 2018	Evaluation Committee meets/potential interviews
December 11, 2018	Anticipated contract award by Board of Directors
December 12, 2018	Notice to Proceed with effective start date of January, 2019

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## SECTION 1— INSTRUCTIONS TO PROPOSERS

### 1-1 Introduction

Butler Transit Authority is seeking proposals from qualified offerors to provide natural gas services. Butler Transit Authority is the primary public transportation provider for the Butler area. BTA provides fixed route transit service within the Butler area. Butler Transit Authority also provides commuter service to Pittsburgh five days a week. In addition to traditional fixed-route service, Butler Transit Authority provides American with Disabilities Act (ADA) paratransit service and shared ride services through Butler Area Rural Transit (BART). Butler Transit Authority is a municipal authority and is governed by the Municipal Authorities Act of 1945. Butler Transit Authority is governed by a six-member Board of Directors. Members are appointed by the Board of Commissioners of Butler County. Butler Transit Authority operates a fleet of 12 revenue vehicles. Butler Transit Authority is funded through a variety of programs at the Federal, State and local level. Butler Transit Authority follows all applicable third party procurement policies in accordance with the Federal Transit Administration (FTA) Circular 4220.1F.

### 1-2 Project Goal and Description

Butler Transit Authority's goal is to reduce its energy costs while maintaining the highest possible degree of reliability in its natural gas supply to ensure that its buses can be fueled and operated every day of the year. The period of performance for this initial contract will be Jan 1, 2018 through June 30, 2020. BTA reserves the sole and exclusive right to extend the contract on a year-to-year basis for up to 5 additional calendar years (through June 2025), based on its annual evaluation of service provided during the previous contract year.

### 1-3 Proposal Submission

The Proposer will submit one (1) original proposal with the originals of all the required paperwork along with four (4) hard copies of the proposal and the required paperwork. FAX copies will not be accepted. Oversize pages used for drawings or similar purposes are permitted. Each proposal, complete with the appropriate paperwork, will be bound together with the required RFP Cover Page and Proposer Checklist (Attachment A) included. The sealed package/envelope containing the proposal must be clearly marked with the words **Natural Gas Services**. Proposers shall complete the Price Proposal form (Attachment B) and other applicable paperwork.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. Butler Transit Authority solicits and encourages DBE participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

Proposers will be required to comply with all applicable non-discrimination, integrity and lobbying laws and regulations and to certify they are not on the Comptroller General's list of ineligible contractors. A copy of the full Request for Proposals (RFP) is available from Butler Transit Authority by contacting John Paul at 724-283-0445 X 216 or [jpaul@butlertransit.com](mailto:jpaul@butlertransit.com) or available on the Butler Transit Authority website at [www.butlertransit.com](http://www.butlertransit.com).

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Butler Transit Authority, Director, 130 Hollywood Drive, Suite 101 Butler PA 16001. All RFPs must be submitted in hard copy in a sealed envelope with the RFP title, date and time of proposal submission deadline, as reflected above, clearly marked on the face of the proposal package.

**1-4 Postponement or Cancellation of Request for Proposals**

Butler Transit Authority reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

**1-5 Proposal Signature**

Each proposal shall include the RFP Cover Page signed by the Proposer submitting the proposal. The name and title of the Proposer shall be included following the signature.

**1-6 Addenda**

Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposal.

**1-7 Procurement Schedule**

The following are key dates for this RFP (as shown on front page). Butler Transit Authority is committed to adhering to this schedule but reserves the right to make modifications as it deems necessary at its sole discretion.

November 16, 2018	Request for Proposal (RFP) Released/Advertised
November 27, 2018	Pre-Proposal Conference (Optional) 10 a.m. @ BTA Admin. Office
November 30, 2018	Written questions from proposers due by 3:00 p.m. prevailing time
December 4, 2018	Written responses to questions issued by Butler Transit Authority
December 7, 2018	Proposals due by 3 p.m. prevailing time
December 10, 2018	Evaluation Committee meets/potential interviews
December 11, 2018	Anticipated contract award by Board of Directors
December 12, 2018	Notice to Proceed with effective start date of January, 2019

## 1-8 Pre-Proposal Conference (Optional)

There will be a pre-proposal conference on November 27, 2018 at 10:00 a.m., at the Butler Transit Authority facility located at 130 Hollywood Dr., Butler, PA 16001.

## 1-9 Questions/Inquiries and Clarifications

Any questions or requests for clarification on any aspect of this RFP may be directed to:

Butler Transit Authority  
Attn: John Paul  
130 Hollywood Drive, Suite 101  
Butler, PA 16001  
jpaul@butlertransit.com

Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum, which will be forwarded to all prospective firms on record. No interpretation of the meaning of the specifications or other contract documents will be made to the proposers orally. Every request for such interpretation, clarification or approved equal shall be in writing (email is preferred) and addressed to at the contact information provided above. Such requests, to be given consideration, must be received by the due date above. All addenda shall become part of the contract documents and must be included in the proposal submission.

Prospective contractors should provide contact information to John Paul via email prior to the pre-proposal conference even if you don't plan on attending or participating. The contact information should provide the lead contractor name, primary contact name, telephone number and email address. The email provided will be added to the RFP distribution list used to distribute responses to inquiries and any RFP addenda which may be issued. Upon receipt of your email, you will be sent information on the location of the pre-proposal conference. The Proposer is required to show on all correspondence with Butler Transit Authority the following: "Natural Gas Services." **All communication must utilize the Butler Transit Authority Requests, Questions and Clarifications form in Attachment K.** Correspondence will not be accepted by any other format or party. Contact with any other person at Butler Transit Authority may result in the Proposer being disqualified from consideration.

## 1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of five (5) calendar days before the date set to receive proposals) for a reply to reach Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least five (5) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements or instructions given by Butler Transit Authority before the award of the Contract will not be binding upon Butler Transit Authority.

### **1-11 Examination of RFP and Contract Documents**

Proposals should be reviewed for accuracy before submission to Butler Transit Authority. Butler Transit Authority will not be responsible for errors in any proposal. Butler Transit Authority makes no representations or warranties express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all supplements, if any, is made subject to errors or omissions, withdrawal or cancellation without prior notice, and changes to, or additions to, same. Proposers are expected to examine the specifications, schedules and all instructions. Failure to do so will be at the Proposer's risk.

The submission of a proposal shall constitute an acknowledgment upon which Butler Transit Authority may rely that the Proposer has thoroughly examined and is familiar with the solicitation and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions related. The failure or neglect of a Proposer to receive or examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, statutes, regulations, ordinances or resolutions.

### **1-12 Cost of Proposals**

Butler Transit Authority is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of Proposals submitted in response to this solicitation.

### **1-13 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals**

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at Butler Transit Authority office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

### **1-14 Errors and Administrative Corrections**

Butler Transit Authority will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers (BAFO). Butler Transit Authority reserves the right to request an extension of the proposal period from a Proposer or Proposers.

Butler Transit Authority reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the proposal.

## **1-15 Compliance with RFP Terms and Attachments**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania as they may from time to time be in effect, without giving effect to any conflicts of law provisions. Any suit or proceeding arising out of, relating to or mentioning this Agreement shall be commenced only in the state or federal courts maintaining jurisdiction in Butler, Pennsylvania, and each party to this Agreement hereby consents to the jurisdiction and venue of the Court of Common Pleas of Butler PA.

## **1-16 Letter of Intent**

Butler Transit Authority will appoint an Evaluation Committee that will evaluate all submittal packages for completeness and compliance with the terms and conditions of the RFP. The Committee will review the qualifications of each submittal package and rank them based on defined evaluation criteria. Butler Transit Authority reserves the right to conduct interviews for the top ranked contractors to establish final rankings. If interviews are deemed necessary, the top contractors will be invited to participate in an interview with the Committee. Once the contractor with the top rankings is established by the Committee, Butler Transit Authority and the contractor will negotiate a contract for the Scope of Work. If a mutually satisfactory contract cannot be reached with the selected contractor, Butler Transit Authority will enter into negotiations with the second place contractor. The successful Proposer shall be required to execute a Letter of Intent within (5) five days of notification of the Evaluation Committee's decision to proceed with negotiations.

## **1-17 Proposal Requirements**

The proposal should be a comprehensive, accurate and effective presentation and limited to a total of no more than 25 pages (including resumes). Each proposer should submit one (1) original and four (4) hard copies of its proposal. The proposal should be bound along the left long side, without unnecessary frills, fancy bindings or other decorative or extraneous materials. The font size for all material prepared in response to this RFP shall not be less than 10 pt. The proposal should be contained on 8-1/2" x 11" paper with numbered section/fold-outs (tabs) from this as may be required. The proposal shall be organized in the following fashion using tabbed, numbered separators for each section:

- Letter of Transmittal/Executive Summary: This section should introduce the lead contractor and summarize the contractor's interest in the project. Subcontractors should also be identified along with the areas of expertise for each. This letter must include the signature of a representative of the proposer authorized to negotiate and enter into contracts on its behalf. The Letter of Transmittal/Executive Summary must clearly indicate that the proposer agrees that all terms of its proposal will remain valid for a period of sixty (60) days after the proposal due date. This time period may be extended by mutual agreement in writing. The transmittal letter must also indicate that the proposer agrees to the terms of the contract as presented in the Attachments to this RFP (1 page maximum).
- Section 1 - Overview of Proposer/Company and Financial Information.
- Section 2 - Project Management and Coordination: This section should discuss the proposer's approach to project management including project communications, quality assurance, risk management, change management and documentation.



- Section 3 - Proposed Approach and Methodology: This section should convey the contractor's understanding of the project and clearly delineate the proposed approach and methodology for carrying out the Scope of Work.
- Section 4 - Resumes: The key personnel who may be expected to work with Butler Transit Authority. The proposers should also include an organizational chart.
- Section 5 - Pricing: The price proposal must encompass all tasks identified in the Scope of Work. Butler Transit Authority requests that the natural gas price is quoted as MCF. (Attachment B).
- Section 6 - Other
- Section 7 - Required Clauses and Certifications
- Section 8 - Listing of at least three (3) professional references.

The proposal must be signed by an official authorized to bind the offer. Proposal must be valid for a period of sixty (60) days. Proposers to the RFP shall agree, by and in the submission of the proposal, to hold the terms of their submission until the conclusion of the transaction. The proposal shall be accompanied by a letter of committal, signed by the Proposer or an individual authorized to enter into contracts on behalf of the Proposer. The letter of committal shall state that the offer is effective until an agreement is reached.

#### **1-18 Collusion**

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price of any Proposer or to fix any cost element of any proposal price. Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the Proposer's offer (Attachment D). If Butler Transit Authority determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. Butler Transit Authority determination shall be final.

#### **1-19 Pricing**

Pricing information shall be provided on the Price Proposal Form (Attachment B).

#### **1-20 Rejection of Proposals**

Butler Transit Authority reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

#### **1-21 Protest Procedures**

Any protest or objection to the terms and condition will be submitted for resolution to the Butler Transit Authority's Executive Director (Reference page 35-37 for additional information). Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by Butler Transit Authority if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive procedures, alleged improprieties, or similar situations prior to proposal opening must be submitted to Butler Transit Authority Executive Director no later than five (5) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to Butler Transit Authority Executive Director within five (5) business days after notification of award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Executive Director, the Comptroller and the Legal Counsel for Butler Transit Authority. No further appeals will be considered by Butler Transit Authority. The Proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F, or most recent amendment thereof.

A. Review Process

Except as otherwise provided in this solicitation, any Protest concerning a question of fact arising under this solicitation which is not disposed of by agreement shall be decided by a Protest Board comprised of Butler Transit Authority Executive Director, the Comptroller and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Proposer. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary and so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a Protest hereunder, the successful Proposer shall proceed diligently with this transaction and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this solicitation shall be construed as making final the decision of any administrative official, representative or board on a question of law.

**1-22 Proposal Alternatives**

Proposals shall address all requirements identified in this solicitation. In addition, Butler Transit Authority may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in Butler Transit Authority best interests. Proposal alternatives must be clearly identified.

**SECTION 2 – PROPOSAL EVALUATION & AGREEMENT**

## **2-1 General**

The Evaluation Committee may elect to interview Proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. Butler Transit Authority expects all offerors to fully cooperate with its evaluation process.

## **2-2 Eligibility**

Butler Transit Authority will enter into an agreement with the responsible and responsive Proposer based on the evaluation and award process described in this RFP. Selection of the successful Proposer shall be based on the Proposer's responsiveness to the requirements and conditions described in this RFP as deemed to be in the best interest of Butler Transit Authority. Butler Transit Authority reserves and may exercise the following rights and options with respect to this selection process:

- to request some or all of the prospective contractors to provide additional material, clarification, confirmation or modification of any information in the submission;
- to supplement, amend, substitute or otherwise modify this RFP any time prior to selection of one or more contractors for negotiation, and to cancel this RFP with or without issuing another RFP;
- to request that some or all of the proposing contractors modify proposals based on the review of all proposals;
- to terminate any negotiations at any time;
- to accept or reject at any time prior to the execution of a professional services contractual agreement all submissions and/or to withdraw the RFP without notice;
- to expressly waive any defect or technicality in any proposal;
- to solicit new proposals;
- to negotiate contract fees based on milestone payments;
- to assign any or all of the finalized and executed contract to a third party.

Subsequent to the selection of contractors for negotiations, the following, at the sole discretion of Butler Transit Authority, may be treated as Events of Disqualification or Default of a particular contractor: the unilateral withdrawal by the contractor; failure to proceed substantially in accordance with the proposal as submitted; material misrepresentation, omission, or inaccuracy contained in any document submitted either with the contractor's proposal or subsequent hereto.

## **2-3 Evaluation of Proposals**

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each Proposer will be ranked in numerical sequence, from the highest to the lowest score. Butler Transit Authority may then select the proposal that is considered to be the most advantageous to Butler Transit Authority.

## **2-4 Scoring and Evaluation Criteria**

The proposals will be evaluated by an Evaluation Committee of Butler Transit Authority management staff, using the following criteria, which are listed in order of relative importance, with the most heavily weighted first. Proposals may be awarded a maximum of 100 points on all criteria. Total points assigned on all criteria by each evaluator will be averaged to obtain a final score for each proposal.

Butler Transit Authority reserves the right to select a supplier directly from among the proposals received or to identify and negotiate with two or more qualified suppliers whose proposals are determined to be in the competitive range, based on the evaluation results, or to reject any and all proposals received. If negotiations are conducted, all selected offerors will be notified in writing of the deadline to submit best and final offers for required services.

After reviewing proposals, the Evaluation Committee may, at its sole option, require oral presentations or request additional information from one or more firms, but may eliminate any firm from consideration without doing so.

Each proposal shall be submitted with the understanding that Butler Transit Authority may select a proposal directly from those received and that the terms of the proposal will be accepted without modification.

### **Criteria:**

1. Pricing – Reasonableness of price and other costs associated with the proposal (35%).
2. Ability to provide Butler Transit Authority full gas requirements at all times, including proposed methods and costs to provide standby/alternative supply in case of interruption or curtailment, the procedures proposed to address differences between actual requirements and estimated contract volumes, and any limits (maximum and/or minimum) or conditions on volumes to be purchased (20%).
3. Adequacy of plan to manage and coordinate gas supply with local utility and other entities, including banking, balancing, and other related issues, and vendor's ability, experience and willingness regarding assumption of responsibility for any banking, balancing, curtailment or other additional charges or penalties (20%).
4. Experience of the firm in excess of the five years required as a minimum qualification for submitting a proposal, financial stability of the firm, and satisfactory references in excess of the three required as a minimum qualification for submitting a proposal (15%).
5. Completeness of responses to specific requirements of the RFP (5%).
6. Execution of forms/clauses (5%).

A final contract for the Natural Gas Services is contingent upon approval of the recommendation to the Board of Directors of Butler Transit Authority.

## **2-5 Instructions and Requirements**

Information provided in response to the items listed in this section will be used to evaluate the proposal. The requested information below should be incorporated into the applicable sections/tabs as outlined in Section 1-17 on page 8. Provide separate responses to each listed item in the order in which they are presented, numbering each response correspondingly. Completeness and clarity will assist in reviewing your proposal. Butler Transit Authority reserves the right to require clarification of any part of submitted proposals during the evaluation process. All substantive responses to requests for clarification shall be made in writing and shall become part of the proposal.

1. Overview of Proposer/Company and Financial Information: Provide a complete description of your company and any affiliates, including its history as a gas supplier and range of products and services. Provide sufficient financial information to clearly establish your firm's financial stability.

2. Project Management and Coordination: Describe all services you will provide to manage and coordinate Butler Transit Authority program with the local utility company. Include information concerning how your firm will handle banking and balancing, penalties, nominations, and related issues. Specify what is expected of Butler Transit Authority (providing billing or metering information, etc.) in this regard.

3. Proposed Approach and Methodology: Describe your overall approach to providing a complete package of energy management services, including how you will address Butler Transit Authority concerns and requirements regarding supply and cost of gas. Provide a description, in layman's terms, of the entire process so that we understand how your program is designed, what mechanisms are in place to provide all our gas needs in the event of a curtailment, cost impacts for additional supply requirements, etc. Address, at a minimum, the following items:

a. Explain how you plan to provide all gas required by Butler Transit Authority. Describe how you will combine such elements as firm delivery quantities, spot market purchases, standby gas, aggregation pools, interruptible vs. non-interruptible supply, etc. to meet our needs. Include specific information concerning the trade-offs and risks to Butler Transit Authority, in terms of cost, reliability and availability, associated with the particular program you are proposing for Butler Transit Authority. While Butler Transit Authority prefers participation in an aggregation pool, alternatives will be considered if their advantages can be demonstrated, as determined solely by Butler Transit Authority.

b. Describe what factors may cause an interruption of supply and explain how your program assures full supply in the event of a curtailment or similar supply restriction, etc. Discuss any additional costs to Butler Transit Authority associated with guaranteed supply in the event of such a curtailment or other supply restriction. If applicable, provide a detailed description of the steps taken by your firm to supply full gas requirements to your customers during any curtailments occurring over the past three years.

c. If you wish to present alternatives to your proposed plan which should be considered by Butler Transit Authority, provide a complete assessment of the differential in cost and reliability associated with each and specific reasons why you would recommend or reject each alternative. For example, if you propose to provide all gas with firm fixed quantities, explain how reducing the firm fixed amount and relying on spot purchases for the balance of our gas requirements would impact on costs and reliability.

4. Resumes: Provide resumes of the key personnel who may be expected to work with Butler Transit Authority. The proposers should include an organizational chart.
5. Pricing:
  - a. Butler Transit Authority desires a firm price per MCF of natural gas brought to the local utility company's city gate for the period from Jan 1, 2019 through June 30, 2020
  - b. For the contract time frame, Butler Transit Authority will purchase all Natural Gas for its CNG fueling facility through this contract. In addition, starting July 1, 2019 BTA will also be purchasing natural gas for its administration and maintenance buildings.
6. Other: You may submit any other information relevant to the evaluation of your proposal including the information shown below:

Maximum/Minimum Requirements: Butler Transit Authority estimates its monthly usage in advance, but actual usage almost always varies from the estimate. Specify whether your proposed program requires minimum and/or maximum amounts to be purchased monthly, annually, or otherwise. If quantity requirements apply, specify those amounts and clarify completely how variances in actual usage will be handled, how the quantity requirements will impact Butler Transit Authority as actual usage increases or decreases at any given time, and how you will ensure that Butler Transit Authority gas requirements will be met when actual usage amounts vary from estimated amounts.

Penalties: Method(s) to be used in handling any associated penalties which may be assessed for gas used during a curtailment or restriction. State clearly whether you agree to accept responsibility for any penalties, charges, etc. associated with banking, balancing, curtailments, etc. Specify if, and how, your program protects Butler Transit Authority from payment of penalties, and any conditions or limitations on this protection.

Other Services: Describe any other management or coordination services which are included in your program or which are available as optional services. Include any costs associated with optional items.

Any Exceptions: Please identify in detail any aspects or requirements of this RFP which are not included in your proposal.

Sample contract: Include a sample contract appropriate for a procurement of this size and scope.

## **2-6 Competitive Range**

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer (BAFO) or negotiations.

## **2-7 Negotiations**

Butler Transit Authority may undertake concurrent negotiations with Proposers determined to be within a competitive range. Butler Transit Authority does, however, reserve the right to enter into an agreement based on the original proposal without any negotiations. The decision to enter into an agreement without negotiation may be made by Butler Transit Authority if, in the sole opinion of Butler Transit Authority, preliminary evaluation of the proposals received indicates that the best proposal has been received.

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by Butler Transit Authority. Negotiations may be entered with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, Butler Transit Authority may initiate negotiations with the next ranking Proposer or reject all proposals. Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to the Butler Transit Authority Board of Directors as the successful Proposer.

## **2-8 Agreement**

Negotiation of an agreement will be in conformance with all applicable federal, state and local laws, regulations, rules and procedures. The objective of the negotiations will be to reach an accord on all provisions of the proposed agreement.

## **2-9 Execution of Agreement**

The Proposer to whom Butler Transit Authority intends to enter into an agreement with shall sign the agreement and return it to Butler Transit Authority. Upon authorization by Butler Transit Authority Board of Directors, or designee, the agreement will be countersigned.

## **2-10 Public Disclosure of Proposals**

Butler Transit Authority is subject to the Pennsylvania Right to Know Law. Therefore, the contents of this RFP and the Proposers proposal submitted in response to this RFP shall be considered public documents and are subject to the Pennsylvania statutes. As such, all proposals submitted to Butler Transit Authority will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged or confidential information or data is included in the Proposer's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Pennsylvania statute. After being reviewed by Butler Transit Authority legal counsel, it is Butler Transit Authority's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Pennsylvania statutes.

All data and documentation developed as a result of any agreement shall become the property of Butler Transit Authority.

## **2-11 Conflicts of Interest and Non-Competitive Practices**

Conflict of Interest – Proposer, by submitting a proposal to Butler Transit Authority, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree under this agreement and that it shall not employ any person or agent having any such interest. In the event that the Proposer or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Butler Transit Authority and take action immediately to eliminate the conflict or to withdraw from this agreement, as Butler Transit Authority may require.

Contingent Fees and Gratuities – Proposer, by submitting a proposal to Butler Transit Authority has thereby covenanted that no person or agency except bona fide employees or designated agents or representatives of Proposer has been or will be employed or retained to solicit or secure this with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Proposer or any of its agents, employees or representatives, to any official, member or employee of Butler Transit Authority or other governmental agency with a view toward securing this award or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to this agreement.

## **2-12 Standard RFP Requirements**

In order to facilitate the submission of complete proposals, proposers should consider the following items in preparation of their submissions

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to Butler Transit Authority by 3:00 p.m. on December 7, 2018.
- The appropriate forms have been executed by an authorized official of the proposer and included in the proposal.

## **2-13 Minimum Qualifications**

1. Proposers must currently be providing natural gas supply to customers with similar annual gas volume requirements and have been doing so continuously for at least the 5-year period prior to submission of the proposals. Provide relevant and sufficient documentation that your firm meets this requirement.
2. Proposers must provide a minimum of three (3) satisfactory references from current customers with similar annual gas volume requirements and for whom the firm has been supplying gas for at least two previous years. Provide a description of each customer's business, and the name and phone number of an individual with direct knowledge of the gas supply contract and process which the customer uses with your firm.

## **SECTION 3 SCOPE OF WORK**



### 3.0 Scope of Work

Butler Transit Authority is requesting proposals from firms to supply natural gas for Butler Transit Authority fleet of CNG-powered buses and other entities as may deemed appropriate. Butler Transit Authority estimates it will use approximately 800 MCF in calendar year 2019. BTA estimates that approximately 1,000+ MCF's will be used in calendar years 2020-2025.

Butler Transit Authority will contract with an independent gas supplier for a fixed-price supply of "transportation" gas. The period of performance for this initial contract will be January 2019 through June 30, 2020. Butler Transit Authority reserves the sole and exclusive right to extend the contract on a year-to-year basis for up to 5 additional calendar years (through June 2025), based on its annual evaluation of service provided during the previous contract year.

Butler Transit Authority seeks a firm who can supply natural gas at an advantageous price, develop a purchasing and management plan to eliminate uncertainty in Butler Transit Authority energy prices and supply, guarantee availability of all gas required by Butler Transit Authority for its bus operations and provide all services necessary to secure and maintain sound relationships with all affected parties. Each proposer should offer its best approach and available alternatives in terms of both service and pricing for a "total requirements" package which assures reliable delivery of Butler Transit Authority full gas requirements for bus operations. The selected vendor must assume full responsibility for guaranteed delivery of required volumes at all times, including any periods during which supply is curtailed or restricted in any way by the local utility company or any other entity, when the amount of gas required by Butler Transit Authority differs from the anticipated volume for a given month, or for any other reason. The proposal must provide for primary gas supply. While Butler Transit Authority prefers participation in an aggregation pool, alternatives will be considered if their advantages can be demonstrated.

The selected vendor must assume full responsibility for all components of guaranteed price including, but not limited to, interstate pipeline charges, balancing/standby charges and penalties and for full management and coordination of nominations or other information/communication required by the local utility, intrastate pipelines and producers.

Proposers shall submit only the fixed price proposed for the initial contract year (January 1, 2019 through June 30, 2020). The selected vendor will be required to sign a contract that guarantees a fixed basis price per MCF for the contract year, and to provide performance guarantees, such as a guarantee from a parent company whose assets exceed the total dollar value of the agreement.

## ATTACHMENTS

THE UNDERSIGNED ACKNOWLEDGES **RECEIPT** OF THE FOLLOWING ATTACHMENTS TO THE RFP:

- Attachment A: Proposer Checklist
- Attachment B: Price Proposal Form
- Attachment C: Addendum Page
- Attachment D: Affidavit of Non-Collusion
- Attachment E: Disadvantaged Business Enterprise Certification
- Attachment F: Affidavit of Disadvantaged Business Enterprise
- Attachment G: Debarment and Suspension Certification
- Attachment H: Americans with Disability Act (ADA) Compliance
- Attachment I: Contractor Integrity
- Attachment J: Federal Lobbying Certification
- Attachment K: Proposers Requests, Questions and Clarifications Form
- Attachment L: Buy America
- Attachment M: Incorporation of FTA Terms

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Signature of the Authorized Person

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Title and Date

**NOTE:** Failure to complete this form and submit it with your bid will render the bid non-responsive

**ATTACHMENT A: PROPOSER CHECKLIST**

(To verify that all necessary documents are included)

		Proposer	Butler Transit Authority
Cover Letter		_____	_____
RFP Cover Page		_____	_____
Receipt (page 18)		_____	_____
Attachment A:	Proposer Checklist	_____	_____
Attachment B:	Price Proposal Form	_____	_____
Attachment C:	Addendum Page	_____	_____
Attachment D:	Affidavit of Non-Collusion	_____	_____
Attachment E:	DBE Certification	_____	_____
Attachment F:	Affidavit of DBE	_____	_____
Attachment G:	Debarment/Suspension Certification	_____	_____
Attachment H:	ADA Compliance	_____	_____
Attachment I:	Contractor Integrity	_____	_____
Attachment J:	Federal Lobbying Certification	_____	_____
Attachment K:	Proposers Request, Questions	_____	_____
Attachment L:	Buy America	_____	_____
Attachment M:	Incorporation of FTA Terms	_____	_____

**ATTACHMENT B: PRICE PROPOSAL**

Complete the following information:

Note: One original and four (4) copies of this form to be submitted with the proposal package.

**Natural Gas Services**

- Year #1 \$ \_\_\_\_\_ (per MCF) (Jan 2019 to June 2020)
- Year #2 \$ \_\_\_\_\_ (per MCF) (Option year #1) (July 2020 to June 2021)
- Year #3 \$ \_\_\_\_\_ (per MCF) (Option year #2) (July 2021 to June 2022)
- Year #4 \$ \_\_\_\_\_ (per MCF) (Option year #3) (July 2022 to June 2023)
- Year #5 \$ \_\_\_\_\_ (per MCF) (Option year #4) (July 2023 to June 2024)
- Year #6 \$ \_\_\_\_\_ (per MCF) (Option year #5) (July 2024 to June 2025)

DATED: \_\_\_\_\_  
\_\_\_\_\_ Company Name

BY: \_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address (Street, City, State, Zip)

\_\_\_\_\_ Telephone (Area Code and Phone Number) \_\_\_\_\_ Email

This fully executed Price Proposal Form with additional attachments will constitute an Agreement between the proposer and the Butler Transit Authority.

**ATTACHMENT C: ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT D: AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposing (if the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals have been arrived at by the Proposer independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent Proposing or competition;
3. That the contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Proposer's E. I. Number: \_\_\_\_\_  
(Employer's Quarterly Federal Tax Return No.)

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

**ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

Policy: It is the policy of the U.S. Department of Transportation and the Pennsylvania Department of Transportation that DBE's as defined in 49 CFR Part 26 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or Commonwealth funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to that agreement.

DBE Obligation: The proposer/contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all proposers/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Proposers/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. 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 Butler Transit Authority. In addition, the contractor may not hold retainage from its subcontractors.

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**ATTACHMENT F: AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

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

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

\_\_\_\_\_ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or

\_\_\_\_\_ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

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

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

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

AFFIANT: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_ (SEAL)

STATE OF: \_\_\_\_\_

COUNTY/CITY OF: \_\_\_\_\_



**ATTACHMENT G: DEBARMENT AND SUSPENSION CERTIFICATION**

The proposer hereby certifies to the best of its knowledge and belief, that its principals, and the principals of its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states. Reference 49 CFR Part 29, Executive Order 12549.

(2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) 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

(4) Have not within the preceding three-year period had one or more public transactions (Federal, State or Local) terminated by cause or default.

**THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**ATTACHMENT H: AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

BY

SIGNATURE & TITLE: \_\_\_\_\_

## **ATTACHMENT I: CONTRACTOR INTEGRITY**

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

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

any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state.

Contractor acknowledges that Butler Transit Authority may, at its sole discretion, terminate the contract for cause upon such notification or when Butler Transit Authority otherwise learns that contractor has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the Butler Transit Authority contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Butler Controller or the Office of State Inspector General in its investigation of any alleged Butler Transit Authority or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, Butler Transit Authority (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with Butler Transit Authority or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those Butler Transit Authority and the Commonwealth or Butler Transit Authority may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
  - a. "Confidential information" means information that is not already in the public domain; is not available to the public upon request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or Butler Transit Authority.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or Butler Transit Authority, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, Butler Transit

Authority shall be deemed to have consented by virtue of execution of this contract.

- c. "Contractor" means the individual or entity that has entered into this agreement with Butler Transit Authority, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
- d. "Financial Interest" means:
  - (1) Ownership of more than five (5%) percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ATTACHMENT J: FEDERAL LOBBYING CERTIFICATION**

The undersigned certifies to the best of his/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 Form to Report Lobbying," in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: \_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Official's Title)

**ATTACHMENT K: PROPOSER'S REQUESTS, QUESTIONS AND CLARIFICATIONS FORM**

**Natural Gas Services**

**All requests, questions and clarifications must be submitted in writing and received on or before 3 p.m., November 30, 2018. Proposers shall use the following form:**

Name of Company/Individual: \_\_\_\_\_

Nature of Company (partnership, corporation, etc.): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Company's Mailing Address: \_\_\_\_\_

REQUESTS/COMMENTS/QUESTIONS/CLARIFICATIONS (attach additional sheets as necessary):

I certify that neither I, nor my company, are on the Comptroller General's list of ineligible bidders; and that we have not been prohibited from doing business with the Commonwealth of Pennsylvania or its agencies/subdivisions.

\_\_\_\_\_  
Owner/Partner/Officer Date

**Submit this completed form by 3 p.m., November 30, 2018 to:  
jpaul@butlertransit.com**

**ATTACHMENT L: BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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

Sign applicable certification below — sign only one

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

The Proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



**ATTACHMENT M: INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 County of Lackawanna Transit System requests which would cause the County of Lackawanna Transit System to be in violation of the FTA terms and conditions.

\_\_\_\_\_  
Authorized Official of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

## TERMS & CONDITIONS

### CIVIL RIGHTS

#### **The following requirements apply to the underlying contract:**

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **BUTLER TRANSIT AUTHORITY PROTEST PROCEDURES**

- A. The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (Circular 4220.1F). For purposes of these procedures, the term “bids” includes proposals in response to an RFP and responses to an Invitation for Bid (IFB), and the term “bidders” includes proposers.

Parties that wish to file a bid protest should review these procedures in conjunction with FTA’s Circular 4220.1F. Butler Transit Authority protest procedures are referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award or award of a contract. The address is 130 Hollywood Drive, Suite 101, Butler, PA 16001.

- B. Butler Transit Authority will consider all written protests transmitted to the address above via registered mail made within the timelines stated in this document.
- C. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:
1. Name, address and telephone number of protestor.
  2. Solicitation or contract name and/or number.
  3. The date of the Butler Transit Authority action(s) being protested;
  4. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
  5. The issue which is being protested and why it is being protested.
  6. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered.

- D. Protests before Proposal/Bid Opening or Due Date:  
Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to Butler Transit Authority and must be received at least five (5) working days prior to bid/proposal opening.
- E. Protests after Opening of Proposal Solicitation and Prior to Award:  
Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to Butler Transit Authority and must be received by Butler Transit Authority within five (5) working days of the bid opening. If Butler Transit Authority decides to withhold the award pending resolution of the protest, Butler Transit Authority will notify all bidders/proposers whose bids or proposals might become eligible for award and offer them the option to extend or withdraw the bid or proposal beyond the 60-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest.
- F. Protests after Award:  
Protests received after announcement of an award or after a contract has been executed will only be considered if Butler Transit Authority determines that the matter is in the public interest or the

protest presents clear and convincing evidence of fraud, misrepresentation, other illegality or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, Butler Transit Authority shall evaluate the bid/proposal at issue a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by Butler Transit Authority.

If a protest involving an executed contract is under consideration, Butler Transit Authority will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all Butler Transit Authority work activities. If the awarded contractor has not executed the contract as of the date the protest is received by Butler Transit Authority, the contract will not be executed until five (5) working days after resolution of the protest.

#### G. Protest Filing Steps

1. Protests must first be addressed to the Executive Director:

Butler Transit Authority, Executive Director  
130 Hollywood Drive, Suite 101  
Butler PA 16001

Upon receipt of a written protest containing the above outlined data, the Executive Director shall consider the protested issue and will respond to the Protestor, in writing, via registered mail, giving his/her decision on the protested issue and outlining the basis for such decision within ten (10) working days from the date of receipt of the written protest.

The Butler Transit Authority Executive Director will also immediately notify FTA Region III counsel of protest notice received and then inform Region III of decision from this stage.

2. Appeal of Decision to the Board of Directors

If the Protestor is not satisfied with the decision of the Executive Director of Butler Transit Authority in the matter being protested, the Protestor may then appeal the decision of the Executive Director of Butler Transit Authority to the Board of Directors of Butler Transit Authority within five (5) working days of the receipt of the decision of the Executive Director on the resolution of the matter being protested. The letter of appeal to the full Board of Directors of Butler Transit Authority must be in writing and clearly contain the information required in paragraph C above and must clearly contain:

- a.) The Executive Director's decision in the matter being protested; and
- b.) Why the decision of the Executive Director is unsatisfactory.

Upon receipt of a written protest containing the above outlined data, the Board of Directors shall consider the issue being protested and the Secretary of the Board of Directors will respond to the Protestor, in writing, via registered mail, giving their decision on the protested issue and outlining the basis for such decision within thirty (30) working days from the date of receipt of the written protest.

THE DECISION OF THE BOARD OF DIRECTORS OF BUTLER TRANSIT AUTHORITY SHALL BE CONSIDERED FINAL.

The Executive Director will also immediately notify FTA Region III counsel of protest notice received and then inform Region III of decision from this stage.

3. Appeal to the Federal Transit Administration

Under certain limited circumstances, and after the Protester has exhausted all administrative protest remedies made available to him/her at Butler Transit Authority, an interested party may then protest to the Federal Transit Administration (FTA) (FTA Circular 4220.1F). FTA's review of any protest will be limited to those circumstances in which Butler Transit Authority action(s) being protested involves the failure of Butler Transit Authority to have written Protest Procedures in place, and/or the failure of Butler Transit Authority to adhere to its written Protest Procedures, and/or violation of Federal Law or Regulation.

The protest filed with FTA shall:

- a.) Be in writing and include the name and address of the Protester;
- b.) Identify Butler Transit Authority as the entity whose policy, procedures and/or operations are being protested;
- c.) Contain a statement of the grounds for protest and supporting documentation (The grounds for protest to the FTA must be fully supported to the extent feasible. Additional materials in support of a protest will only be considered if authorized by FTA regulations);
- d.) Be filed with the FTA not later than five (5) days after a final decision is received by the Protestor via First Class, U.S. Mail with Notice, under Butler Transit Authority Protest Procedures or, should a final decision not be rendered by Butler Transit Authority not later than five (5) days after the Protestor knew or should have known of the grantee's failure to render a final decision on the matter protested;
- e.) Include a copy of the protest filed with Butler Transit Authority and a copy of Butler Transit Authority decision(s), if any; and
- f.) Indicate the ruling or relief desired from FTA.

Such protest should be sent to:

Regional Administrator  
FTA, Region III  
1760 Market Street, Suite 500  
Philadelphia, PA 19103

A copy of such protests should also be sent to:

Executive Director  
Butler Transit Authority  
130 Hollywood Drive, Suite 101  
Butler, PA 16001

and also to:

Butler Transit Authority Solicitor

**NON-COLLUSION STATEMENT:** The Antibid-Rigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. An Affidavit of Non-Collusion (Attachment D) is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

**PENNSYLVANIA OPEN RECORD CLAUSE**

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

**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **FEDERAL CHANGES**

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

## **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Office (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of

this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**TERMINATION** 49 U.S.C.Part 18 FTA Circular 4220.1F

a. Termination for Convenience: Butler Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected 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 Butler Transit Authority 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, Butler Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If Contractor fails to remedy to Butler Transit Authority satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from Butler Transit Authority setting forth the nature of said breach or default, purchasing 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 Butler Transit Authority 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 Butler Transit Authority elect to waive remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Butler Transit Authority shall not limit Butler Transit Authority 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 supplies 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, Butler Transit Authority may terminate this contract for default. Butler Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of 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 Butler Transit Authority.

## **GENERAL AND FEDERAL THIRD-PARTY CONTRACT PROVISIONS**

Definitions: For the purposes of this Request for Proposals, the terms “Authority” and “Butler Transit Authority” are used interchangeably.

The Contract Documents: The agreement, General Conditions and Specifications with notes or changes made thereon before signing of the Agreement, are the documents forming the contract.

Financial Assistance Grant: The products and services described in this Request for Proposals may be purchased with the assistance of monies from the Pennsylvania Department of Transportation (PENNDOT). The successful proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the Commonwealth of Pennsylvania and the purchaser.

Prohibited Interest: No member, officer or employee of Butler Transit Authority during his or her tenure or for one year thereafter, shall have an interest, direct or indirect, in this contract or the proceeds thereof.

Interest of Members or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising there from.

Intent of Specifications: Only services provided by suppliers who have demonstrated experience in this field will be considered. The products offered shall be of high grade. The proposal shall include a complete description of each product or service to be furnished.

Compliance with Specifications: In all cases, materials must be furnished as specified, but where brand names are used, consider the terms "approved equal" to follow; however, written approval for any proposed "equal" must be received in writing before the scheduled bid opening. All bids received shall remain in effect for 60 days after bid opening.

Award of Contract: The award of contract will be made to the responsive and responsible proposer ranked highest in the evaluation process described above. In determining the successful proposer, consideration will be given to price, responsiveness to the specifications, suitability of the services offered and experience of the proposer in providing the goods and services required. Butler Transit Authority reserves the right to accept or reject any or all bids. The bid may be awarded without any further discussion.

Term of Payment: The Contractor shall submit an invoice for all contracted goods and services on a monthly basis. Payment by Butler Transit Authority will be made within thirty (30) days of receipt of an approved invoice.

Taxes: Butler Transit Authority is exempt from payment of all federal, state and local taxes in connection with this purchase and said taxes shall not be included in the pricing. Butler Transit Authority will provide necessary tax-exempt certificates to the supplier upon request.

Material Warranty: The contractor shall assume responsibility for all materials and services used in the project whether the same is made by the contractor or purchased ready-made from an outside source.

The proposer must guarantee to furnish sufficient technical support to assure satisfactory performance of the procured services.

Contractual Obligation of the Proposer: Each proposal shall be submitted with the understanding that the acceptance in writing by the purchaser of the offer to supply services described therein shall constitute a contract between the proposer and the purchaser, which shall bind the bidder/proposer on his or her part to furnish and deliver at the bid price in accordance with the conditions of said accepted proposal and specifications.

Errors and Omissions: The proposer will not be allowed to take advantage of any errors or omissions in

the specification. Full instructions to correct errors or omissions will be given to the supplier, should errors or omissions be called to the attention of Butler Transit Authority.

Termination of Contract: This contract may be terminated upon the occurrence of any of the following:

A. If, through any cause, the proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or, if the proposer shall violate any of the covenants, agreements or stipulations of the Agreement, Butler Transit Authority may terminate this Agreement by giving written notice to the proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The proposer will only be paid for services delivered and accepted.

B. Butler Transit Authority may terminate this Agreement at any time without cause, provided that it gives written notice to the proposer of such termination, which shall be effective on the date of such notice. In the event of such termination, the proposer shall be compensated for the services delivered through the date of the written notification by Butler Transit Authority to terminate work. The proposer will only be paid for services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Conditional Bids: Conditional Bids, or those which take exceptions to the specifications, will be considered non-responsive and will be rejected.

Bid Forms: Bids must be submitted on forms provided. Bids submitted in any other form will be considered non-responsive and will be rejected.

Changes:

A. The Butler Transit Authority reserves the right to postpone bid opening for its own convenience and to reject any or all proposals. The Contract may be awarded without further discussion or notification of proposers.

B. Changes to the specifications will be made by addendum.

C. Prime contractors may make appointments to discuss these specifications. This, however, does not relieve them from reducing the request to writing and providing full written documentation for the request.

Packing and Shipping: All materials shall be packaged and shipped in a manner to ensure their receipt without loss or injury.

Proposal Due Date: Sealed proposals must be delivered to the Butler Transit Authority, 130 Hollywood Dr., Suite 101, Butler, PA 16001 by the Time and Date specified elsewhere in this document. Bids/Proposals received after this date and time shall be considered unresponsive and will not be considered.

Debarment and Restrictions on Lobbying: The proposer agrees to comply with the debarment and restrictions on lobbying certifications, contained elsewhere in this RFP.

Records Retention: If the work covered by this contract exceeds \$100,000 in value, the bidder/proposer agrees to maintain intact and readily accessible, all data, documents, reports, records, contracts and supporting materials relating to the Project for the duration of the Project and for a period of not less than three (3) years thereafter.

Indemnification :The proposer agrees to indemnify, defend and hold Butler Transit Authority harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of Butler Transit Authority and the proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by Butler Transit Authority, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the proposer to comply with laws pertaining to the contract documents, the use of patent appliances, products or processes or any breach by the proposer of any of its other duties, representations, covenants or other agreements in the Contract Documents. The proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but Butler Transit Authority shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the proposer of any of its obligations hereunder.

## **TERM CONTRACT AND PRICES**

No guarantee is expressed or implied as to the total volume of services to be requested under this contract.

## **APPROPRIATION OF FUNDS**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year, Butler Transit Authority shall have the right to terminate the agreement without any obligation or penalty.

## **TERM CONTRACT**

The awarded prices shall be inclusive of all indirect and direct expenses required to provide requested services.

Butler Transit Authority reserves the right to cancel any agreement or contract with the firm for any reason with a thirty-day notice.

## **CONTRACT RENEWAL**

Butler Transit Authority retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Proposer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms of the solicitation of the bids and proposals. The price of the contractual service to be renewed shall be specified in the bid, proposal or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by Butler Transit Authority and subject to the availability of funds.

## **PROPOSAL**

In conformity with and acceptance of the specifications and the contract documents, including all the clauses attached to this Request for Proposal, the undersigned submits their Proposal and guarantees the validity of the same for a period of sixty (60) days after date hereof. It is understood that this Proposal and all attached clauses, specifications and documents, constitutes a legal and binding contract when accepted and signed by Butler Transit Authority. Butler Transit Authority will then proceed with the purchase of the services intended by this Proposal. It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the Proposal is submitted without collusion with any person, firm or corporation. Proposer agrees that, if awarded this contract, proposer will furnish, deliver and execute the contract in accordance with the specifications to the complete satisfaction and acceptance of Butler Transit Authority. It is understood that Butler Transit Authority reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of Butler Transit Authority. It is further understood that competency and responsibility of proposers will receive consideration before the award of the contract, and that the judgment of Butler Transit Authority shall be binding on these considerations. The proposer agrees that the proposer will not assign the bid or any of the proposer's rights or interest there under without the written consent of Butler Transit Authority. Conditional proposals, or those that take exceptions to the specifications, will be considered non-responsive and will be rejected.

## **RESOLUTION OF DISPUTES, BREACHES AND DISPUTES**

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Butler Transit Authority Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the proposer shall be afforded an opportunity to be heard and to offer

evidence in support of its position. The decision of the Executive Director shall be binding upon the proposer and the proposer shall abide by the decision.

Performance During Dispute: Unless otherwise directed by Butler Transit Authority, the proposer shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts he/she is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Butler Transit Authority and the proposer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Butler, Pennsylvania where Butler Transit Authority is located.

Rights and Remedies: The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Butler Transit Authority shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Upon the happening of an Event of Disqualification or Default by a selected contractor, the following remedies shall be available individually and collectively: the selection of the contractor may be rescinded; Butler Transit Authority may declare null and void any agreement, which may have already been executed and delivered, subject to the terms of that agreement allowing for such termination; the contractor shall pay all costs and expenses incurred by Butler Transit Authority in negotiating with the particular contractor including, but not limited to legal counsel's fees. Butler Transit Authority receipt or discussion of any information (including information contained in a proposal, ideas, models, drawings, or other material communicated or exhibited to Butler Transit Authority) does not impose any obligations whatsoever on Butler Transit Authority or entitle the contractor or any other person or entity to any compensation therefore. Any such information given to Butler Transit Authority before, with or after the submission of a proposal, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time, without obligation or compensation, and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph shall be void and of no effect. The provisions of this paragraph are not intended, however, to grant to Butler Transit Authority rights to use anything which is the subject of valid existing or potential letters of patent or which is copyrighted.

## **LOBBYING**

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

to the recipient.

### **CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The proposer agrees to report each violation to Butler Transit Authority and understands and agrees that the proposer will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

### **CLEAN WATER**

(1) The proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The proposer agrees to report each violation to Butler Transit Authority and understands and agrees that the proposer will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

### **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 Energy Policy and Conservation Act.

### **ACCESS REQUIREMENTS - PERSONS WITH DISABILITIES**

The bidder/proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. S12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S794; 49 U.S.C. S5301(d); and the following Federal regulations including any amendments thereto:

- (1) U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R., Part 37; applies to bidders/proposers supplying transportation services.
- (2) U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; applies to all contracts.
- (3) U.S. Department of Transportation regulations, "Americans 'With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; applies to all purchases of mass transit rolling stock.
- (4) U.S. Department of Justice regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; applies to bidders/proposers supplying transportation services.
- (5) U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36, applies all contracts.
- (6) U.S. General Services Administration regulations, "Accommodation for the Physically Handicapped," 41 C.F.R. Subpart 101-19; applies to all contracts.

- (7) U.S. Equal Employment Opportunity Commission," Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; applies to all contracts.
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; applies to bidders/proposers supplying transportation services.
- 9) Federal Transit Administration regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, applies to bidders/proposers supplying transportation services.

## **DEFINITION OF WORDS AND TERMS**

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**Addendum/Addenda:** Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by Butler Transit Authority during the Solicitation period and prior to contract award.

**Best and Final Offer:** Best and Final Offer (BAFO) shall consist of the Proposer's revised proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

**Bidder/Proposer or Offeror:** Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to provide services requested.

**Buyer:** Individual designated by Butler Transit Authority to conduct the solicitation process, draft and negotiate contracts, resolve contractual issues and supports the Project Manager.

**Day:** Calendar Day.

**FTA:** Federal Transit Administration.

**Liability Insurance:** It will be up to the winning proposer to provide Butler Transit Authority with the applicable liability insurance documentation.

**Person:** Includes individuals, associations, firms, companies, corporations, partnerships and joint ventures.

**Project Manager:** The individual designated by Butler Transit Authority to manage the project on a daily basis and who will represent Butler Transit Authority.

**Proposal:** The documents, and any other required information as identified herein or by any Addenda.

**Provide:** Furnish without additional charge.

**Purchaser:** Refers to the Butler Transit Authority.

**RFP or Solicitation:** Request for Proposals. Also known as the solicitation document.

**Shall or Will:** Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or Butler Transit Authority, as applicable, and means that the Contractor or Butler Transit Authority, as applicable, has thereby entered into a covenant with the other party to do or perform the same.