

Request for Proposal No. 5DEC11FC

**FOR THE PROCUREMENT OF
A COMPLETE VALIDATING
BUS FAREBOX, REVENUE
AND DATA COLLECTION
SYSTEM**

REVISION 1 – December 15, 2011



PROCUREMENT by:

Monroe County Transit Authority

**USPS Mailing Address:
Monroe County Transit Authority
PO BOX 339
Scotrun, PA 18355**

**FedEx / UPS:
Monroe County Transit Authority
1 MCTA Dr.
Swiftwater, PA 18370**

CONTACT:

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IMPORTANT DATES:

Issued:	December 5, 2011
Non Mandatory Pre-Proposal Meeting:	January 4, 2012
Questions Due:	January 25, 2012
Proposal Due:	February 24, 2012 / 2:00 PM EDT

DOCUMENT CONTROL:

RFP guidelines and conditions:	5DEC11FC Guidelines.pdf
RFP technical specifications:	5DEC11FC Tech Specs.pdf
RFP exhibits	5DEC11FC Exhibits.pdf
REVISION 1 - Guidelines	Changes: Insurance Specifications

REQUEST FOR PROPOSAL
GUIDELINES

FOR THE PROCUREMENT
OF A
COMPLETE VALIDATING BUS FAREBOX,
REVENUE AND
DATA COLLECTION SYSTEM

5DEC11FC

1. INTRODUCTION

The Monroe County Transportation Authority (MCTA) is seeking proposals from experienced and qualified vendors to provide an Automatic Fare Collection System (System) to be installed on at least 12 of MCTA's 16 active vehicle bus fleet. It is MCTA's intent to award a Contract to an established contractor of Automatic Fare Collection Systems. The selected Contractor will act as a prime contractor who will provide expertise and supply, install and commission any and all hardware, software and licenses necessary to implement the Automatic Fare Collection System. The selected Proposer will be responsible for providing options for maintenance and support of the system including fareboxes, probes, servers, communications backbone for a period of five years after completion of the system warranty.

MCTA shall select the successful Proposer as set forth in this RFP.

2. MCTA INFORMATION

The Monroe County Transportation Authority (MCTA) was incorporated on October 5, 1979 as a municipal authority by the Monroe County Commissioners and regulated as such under the auspices of the Pennsylvania Municipal Authorities Act of 1945, as amended. The MCTA was formed by a group of concerned citizens to provide our community with a safe, dependable and economical transportation alternative. The MCTA has a nine (9) member Board of Directors who are appointed by the Monroe County Commissioners. Our FR program operates with federal, state, and local funds. Our Shared Ride program is primarily funded through the state lottery program with significant local support from our Area Agency of Aging.

A. Pennsylvania sales tax is not to be included in the bid. Tax Exemption Certificate will be furnished to the successful bidder. The Authority is sales tax exempt, however, the contractor is not exempt for the obligation to follow appropriate tax laws in procurement of materials and services used in performance of this contract.

3. MCTA LOCATION

USPS Mailing Address:
Monroe County Transportation Authority
PO Box 339
Scotrun, PA 18355

UPS / FEDEX Delivery Address:
Monroe County Transportation Authority
MCTA Drive & PA Rt 611
Swiftwater PA 18370

4. BACKGROUND

A strategic objective of the Monroe County Transit Authority is to replace the fareboxes on all fixed route buses. The current mechanically operated fareboxes are 20 years old and cannot provide many of the functions that will be needed in the future. The new fareboxes are to be computerized and offer more fare media options. Equal in importance is the back-end data management and records reporting capacity to automate fare and fare classification reports; and facilitate revenue and system management.

MCTA currently uses GFI CENTSaBILL fareboxes and has a mobile revenue collection vault, a dedicated computer running GFI Data System 7 version 1.35.57 and communications equipment. The backend equipment was installed in 2004 and should be reused, as practical, in this implementation.

5. MCTA STATEMENT OF PURPOSE

The System's core features are validating and counting currency; dispensing and accepting magnetic stripe fare media; automating and reducing operator actions; detailed accurate revenue collection reporting and security. Smart card and credit card transaction processing are future fare collection features. The System will contribute to the passenger experience with state-of-the-art fare payment features and a scaleable back-end that will increase MCTA's productivity and revenue opportunities.

A. Current Fare Collection Process Information

MCTA has an active bus fleet of 16 fixed route vehicles (Exhibit 1) including 4 standard floor Orion buses and 12 low floor GILLIG buses.

Exhibit 1:

Total fixed-route revenue vehicles	16
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MCTA operates 35 Paratransit vehicles. The Paratransit fare collection equipment will not be upgraded. The Paratransit fare collection, vaulting equipment and money counting procedure will not be affected.

The current fare structure includes adult fare, eligible discount fares, free Senior fare, youth fare and free youth under 44 inches fare. A passenger may board with exact cash fare or an adult or student ticket.

Revenue is collected at the MCTA location. Farebox revenue is collected by the fuel / washing staff as the bus, coming off route, enters the facility. The cashbox is removed from the farebox its contents placed into a secure mobile vault and the empty cashbox is replaced.

The Finance Division prepares daily and monthly reports manually after the receipts are counted. The new fare collection system will replace, automate and enable expansion of the current process. It will facilitate the validation and reconciliation activities by the Finance Division.

B. Fare Types

MCTA existing fare payment structure is set forth below:

Base Fare*	\$ 1.25	Transfer	\$ 0.25
Half Fare for the Disabled	\$ 0.75	Student with Photo ID*	\$ 0.75
Book of 20 Tickets*	\$20.00	Student Book of Tickets*	\$15.00
Up to 3 children under 44" tall with adult	Free	Seniors with Transit Pass	Free

***Please note: Exact Change is Needed. All transfers are \$.25**

C. The revenue reporting System will automate:

1. Daily revenue collection by fare classification, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report.
2. Weekly revenue collection by fare classification, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report.

3. Monthly revenue collection by fare classification, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report.
4. Ad hoc query of revenue collection data.

6. SCOPE OF SERVICES

The scope of services for this procurement generally consists of: (1) fareboxes, associated revenue collection and vaulting equipment and Base level data collection and farebox management systems; (2) design, manufacture, installation, test, and warranty support of fareboxes, and moveable cash carts; (3) associated hardware and software; and (4) training, manuals, and documentation associated with the equipment supply. The Scope of Services is described in detail in the Technical Specifications.

MCTA intends to procure service proven state-of-the-art fare collection equipment that meets overall and property specific requirements for security and functionality.

MCTA requires a complete and fully functional fare collection system with Fareboxes and Base equipment. Any items needed that are not specified which are required to achieve a fully functional and operational system shall be identified by the Proposer and submitted during the proposal process as a technical alternative that includes pricing and a detailed technical description (SEE TECHNICAL SPECIFICATIONS).

7. ENGAGEMENT AND REPORTING RESPONSIBILITY

The Contractor selected to provide the services described in this RFP will be retained by MCTA during the term of this Contract and will report to MCTA's Assistant Executive Director, or their designee. The Contractor is expected to provide complete, professional, high-quality services and deliverables, to consult with relevant MCTA staff and other designated personnel, and provide advice and assistance in accomplishing the work.

8. SCHEDULE OF ACTIVITIES

The following timeline is provided for your scheduling information, but it may be subject to change at the discretion of MCTA:

Activity	Date
RFP Issued	December 5, 2011
Pre-Proposal Conference	January 4, 2012 at 11:00 a.m EST
Proposal Submission of Questions and Request for Clarifications Due	January 25, 2012 at 4:00 p.m EST
MCTA Response to Clarifications/Questions	February 1, 2012
Proposals Due	February 24, 2012 at 2:00 p.m. EST
Interviews (if any)	Week of March 5, 2012
Contract Award (tentatively)	March 23, 2012
Notice to Proceed (tentatively)	March 30, 2012

9. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held commencing promptly at **11:00 a.m. EST on January 4, 2012** at MCTA Administrative Offices, MCTA Dr., Swiftwater, PA. Participants will be able to participate by conference call by calling 570 243 3452 x 432. Participation in this conference is not mandatory, but is **highly recommended**.

The Pre-Proposal Conference will take approximately one hour. Members of MCTA's staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any

questions that may require staff research to answer or that will otherwise modify the meaning or intent of this RFP shall be submitted to MCTA in writing as described in Section 10, below.

10. **SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

If any person submitting a proposal is in doubt as to the true meaning of any part of this RFP, or if additional information is required, they shall submit a written request for information and clarification thereof.

Any questions and/or requests for clarification regarding this RFP shall be submitted online at <http://www.gomcta.com/5dec2011rfp.php> no later than **4:00 p.m. EST on January 25, 2012**. MCTA will reply to questions and/or requests for clarification. All items will be posted to the Web site address listed above by **February 1, 2012**. Each prospective Proposer receiving these solicitation documents will be sent an electronic notification of the posting of clarifications; however, it is the Proposer's responsibility to monitor the Web site on a regular basis. Any modification to the RFP requirements will be by written Addenda only, posted online, issued by the Assistant Executive Director. Oral interpretations will not be binding on MCTA.

11. **PROPOSAL CONTENT AND SUBMISSION**

A. **Proposal Content**

The intent of this RFP is to encourage a response that clearly presents the Proposer's fare collection system, management, technical and support experience and capacity to fulfill the scope of services and requirements contained herein. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between MCTA and the firm selected.

In order to facilitate the Proposer's preparation of their proposals and MCTA's review of them, all proposals shall be limited to 25 pages, not including the cover letter, table of contents, single page resumes of key nominated personnel, and other required appendices. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below. Please include in your Proposal a statement certifying that you are familiar with MCTA's facilities where the system will be installed, and whether or not the system, and in particular the vault equipment, can be installed without any alteration to MCTA's facilities. If alterations will be necessary, describe with specificity the work required.

1. **Cover Letter** - The signed cover letter should be on company letterhead clearly stating the name of the Proposer's firm, business address, telephone and fax numbers, and email address. The following information should be provided:

- Introduce the firm and summarize its qualifications;
- Indicate that the Contractor is prepared to sign the Agreement for Automatic Fare Collection equipment and services for MCTA (sample in Appendix B) without alterations or exceptions or whether it is requesting amendments to the Agreements;
- A statement that binds the Contractor to the proposed Scope of Services and cost proposal for **180 days**;
- The letter must be signed by an individual(s) with the authority to bind the Proposer to the Proposal and contract, if awarded, and must affirmatively state that the individual(s) has read, understood, and will comply with all the terms and conditions set forth in these contract documents.

- A letter from insurance carrier indicating the Contractor is able to meet the minimum insurance requirements including, but not limited to, professional liability insurance;
 - Date of establishment of business;
 - Type of organization (individual, partnership, corporation, etc.); and
 - Statement describing firm's experience with local government agencies, including transportation agencies.
2. **Proposer's Qualifications** - Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major projects or activities both in general and projects similar to the subject of the Proposal, the populations you have served, the relationship of this project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the Proposal.
- a. **Company Qualifications:**
A brief description listing experience that your company has had in providing similar equipment to other transit agencies. Provide a list of at least five customer references that are public transit agencies currently using a similar System that has been SUCCESSFULLY AND FULLY IMPLEMENTED and is "Live". The customer references shall include the agency's name, the contact name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed. Provide detailed information of the Systems delivered to the references submitted to substantiate your previous experience.
 - b. A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company.
3. **Project Plan and Approach** - This section will provide a detailed explanation of the Proposer team's approach to the provision of the functional requirements of the system. This shall include:
- The technical approach should specifically address the Proposer's fare collection systems capacity to build, manage and automate the revenue and system reporting requirements. The Proposer should clearly demonstrate how the proposed system meets or exceeds the functional requirements stated in this RFP's Technical Specifications.
 - Work program outlining proposed tasks and how they will be successfully performed and identify subcontractors, if any, providing names, addresses, and telephone numbers;
 - Detailed project schedule, including completion dates for each task and key dates for submission of deliverables.
 - Description of your implementation and testing process, outlining a comprehensive testing procedure to commission and validate operability of each component and the System.
4. **Warranty and Maintenance Support Services**
Provide information regarding any warranty provided with the System, including any manufacturers' warranty. Provide a sample of the proposed warranty.

MCTA is seeking the option for on-going maintenance and support services of the System after the warranty period. The Contractor shall provide detailed information on the maintenance and support services for both hardware and software provided once the System warranty expires. The Contractor shall

provide the cost of the maintenance support services and also describe the relationship in time and coverage between the maintenance and support services and any software or hardware warranty provided with the System. Provide a sample of the proposed warranty.

5. **Sample Software License Agreement and Source Code Information**

Describe your firm's software licensing structure in detail and describe your provisions for escrow and verification of source code. Provide a sample software license agreement.

6. **Sample Hardware and Software Maintenance and Support Agreement**

Provide your firm's sample software and hardware maintenance and support agreement. List and describe in detail the projected maintenance and support activities required by the proposed system. Include responses to the following questions:

- Does software maintenance include development, installation, and configuration of System patches and technology upgrades so as to ensure the System remains current and state-of-the-art.? Are the upgrades cyclical? Describe how this information is provided to your customer.
- Describe your levels of customer service and support.

7. **Sample Training Materials**

Provide sample system training materials.

8. **Table of Conformance** – Please include with your proposal a Table of Conformance (TOC) that addresses the requirements in the Technical Specifications of this RFP.

For each section and sub-section of the Technical Specifications, indicate whether your proposed system will conform completely to the specified requirements. If your system does not completely conform to the specified requirements, for instance if you can provide a better or more efficient alternative, please describe your alternate proposal. Please use the following format for the TOC:

<u>Specification Paragraph</u>	<u>Title/Subject</u>	<u>Conform/(yes or no)</u>	<u>Comments</u>
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9. **Experience of Team Personnel** - This section will identify the key personnel and outline the Proposer team's capacity to successfully complete implementation and maintenance of the system. It shall include examples of similar projects completed by the Proposer's team members, key personnel and Proposer's Project Manager. The Proposer's Project Manager and key individuals who will be assigned to the project will be an important factor considered by the Selection Committee. There can be no change of key personnel once the proposal is submitted without the prior written approval of MCTA's Assistant Executive Director or designee.

10. **Cost Proposal** – Each Proposer must complete and submit a Cost Proposal, attached as Exhibit B. The Cost Proposal shall include the total cost for providing all materials and performing all services, excepting sales tax, required for this contract, including but not limited to labor, materials, software, insurance, supplies, travel, overhead, and profit. A Proposer's failure to submit a Cost Proposal may result in rejection of the proposal as non-responsive.

11. **a. Insurance Types and Thresholds**

INSURANCE CERTIFICATES REQUIRED: Before any contract is executed, the successful contractor(s) will be required to file with Monroe County Transportation Authority, prior to the commencement of work under this contract or within twenty (20) days from the date of notification (whichever occurs first) a Certificate of Insurance. The certificate must be issued by a reputable and responsible insurance company authorized by the Pennsylvania Insurance Commissioner to issue insurance policies in the Commonwealth of Pennsylvania and having a general rating of A- or better as set forth in the most current issue of "Best's Key Rating Insurance Guide" and a size class of VII or higher.

The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow the MCTA to re-award the contract or rebid the project, as it deems necessary. Insurance certificates must document that the Vendor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the MCTA in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the MCTA and the Commonwealth of Pennsylvania with the MCTA and the Commonwealth being named as an additional insured party paragraphs 11(b), (c), and (d) below if specified, the following minimum liability insurance coverage at no direct cost to the MCTA or the Commonwealth. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package. Contractor shall assume any and all deductibles in the described insurance policies. The contractor's insurers shall not have the right of recovery or subrogation against the MCTA or the Commonwealth and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the MCTA or the Commonwealth. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the MCTA and the Commonwealth. "Claims Made" coverage is unacceptable, with the exception of Professional Liability. Contractor agrees that he/she will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the Commonwealth.

b. Garage Keepers Liability

The Proposer shall purchase and shall maintain throughout the term of this Agreement Garage Keepers Liability for and in the name of the MCTA and the Commonwealth of Pennsylvania. This insurance will provide a total limit of FIFTY THOUSAND DOLLARS (\$50,000) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence.

c. Commercial General Liability Insurance

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of ONE MILLION DOLLARS (\$1,000,000.00)

for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of TWO MILLION DOLLARS (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

d. Automotive Liability

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least TWO MILLION DOLLARS (\$2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the Vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. The policy includes Automobile Pollution Liability coverage for losses resulting from claims of bodily injury, property damage or clean up costs caused by a pollution release from transported cargo.

e. Workers' Compensation

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the Commonwealth of Pennsylvania, and the laws of the United States respectively.

f. Umbrella Liability

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified and (if required) the Monroe County Transportation Authority and the Commonwealth of Pennsylvania must be named as Additional Insured.

12. **Milestones** – The following table projects planned milestones. This table is a preliminary guideline only. The contractor must present a similarly formatted high-level milestone summary.

Milestone	Description	Deliverables Provided to MCTA in accordance with the Technical Specifications	Payment Milestone	Time (days after signed contract)
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1	Preliminary Revenue Collection System Design Review	Section 1.2	10%	15
2	Final Design Review	Section 1.3	10%	30
3	Standard and Transactional Report Generation.	Section 4.5, 4.6	10%	45
4	CONTRACTOR conducts and successfully completes system training for MCTA personnel.	Section 7	20%	90
5	Farebox and Data System Installation	Section 8	35%	120
6	Successful completion of Final Acceptance testing by MCTA with satisfactory resolution of all deficiencies discovered during testing periods as approved by MCTA.	Section 1.12	15%	150
Total Contract Value			100.0%	

B. Other Requirements

1. Agreement for Professional Services

The selected firm will be required to execute a Contract. Proposers are directed to closely review the insurance and indemnification requirements set forth in the Agreement.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in the sample contract unless the Proposer includes with its Proposal, in writing, any amendments requested by the Proposer to the Contract.

2. Disadvantaged Business Enterprises

The MCTA is a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), and is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of MCTA to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to MCTA's construction, procurement, and professional services activities. To this end, MCTA have developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with MCTA in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with MCTA, the Contractor hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subcontractors in the performance of this contract:

“The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR §26 in

the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as MCTA deems appropriate.”

Although no specific DBE goal has been established for this contract, Proposers shall cooperate with the MCTA in meeting its commitments and objectives with regard to ensuring non-discrimination in the award and administration of MCTA contracts and shall use its best efforts to insure that barriers to participation DBEs do not exist. To better help MCTA record such information and encourage DBE participation, all Proposers must complete and sign the Subcontractor/DBE forms included herewith as Exhibit E, and submit them with their Proposal.

By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms.

3. Liquidated Damages

It is agreed by the parties to the Contract that time is of the essence, and in the event of a delay in completion of the specified portions of the work beyond the date set forth in the Contract Documents, or authorized extensions, damage will be sustained by MCTA, and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay. It is, therefore, agreed that MCTA shall be paid an amount as set forth below as liquidated damages.

- A. Installation of Fareboxes in all revenue vehicles successfully completed Section 8 (MILESTONE 5) - **\$260** per calendar day of delay per farebox.
- B. Failure to complete the Final Acceptance test described in Section 1.12 of the Technical Specifications within 150 calendar days of commencement (Milestone 6) - **\$260** per day of delay per farebox beyond 150 calendar days.
- C. Failure to meet the response time requirements for warranty service described in Section 1.13 of the Technical Specifications -- **\$1,600** per calendar day of delay beyond the time specified for response.
- D. If at any point during the warranty period the System does not meet the Technical Specifications such that MCTA can not automatically collect daily information with regard to ridership data but must instead emulate the system manually, the Contract be assessed **\$1,600** for each calendar day after the first 24 hour period it does not satisfactorily resolve the problem.

The Contractor shall pay such liquidated damages as provided. MCTA may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract, or if such monies due are insufficient, the Contractor or its Surety(ies) shall pay to MCTA any deficiency in monies within 30 days of demand therefore by MCTA.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in the contract documents, for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by MCTA to be beyond the reasonable control of the Contractor, provided Contractor notifies the Assistant Executive Director or designee in writing of the causes of delay within five calendar days from the beginning of any such delay.

The Assistant Executive Director shall ascertain the nature of the delay and determine whether an extension of time is warranted. Such determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.

12. **PROPOSAL SUBMISSION**

Proposers shall submit **ONE original and FIVE copies** of their proposal, as well as a CD-ROM containing the proposal document(s) in a Microsoft Word and/or PDF format, clearly identified with RFP 5DEC11FC, in a sealed envelope or package to:

VIA United States Postal Service:
Monroe County Transit Authority
Atten: Rich Schlameuss
PO Box 339
Scotrun, PA 18355

VIA UPS/FEDEX:
Monroe County Transit Authority
Atten: Rich Schlameuss
MCTA Dr and PA Rt 611
Swiftwater, PA 18370

Proposals must be received **before 2:00 p.m. EST on February 1, 2012** Proposals received after this time or at any other location will not be accepted. Proposals will be prepared and presented at no cost to MCTA.

This RFP does not commit MCTA to award a Contract, to pay any costs incurred in the preparation of statements of qualifications or Proposals drafted in response to this request, or to procure or contract for any services in connection with this request. MCTA reserves the right to accept or reject any or all Proposals received in response to this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of MCTA to do so.

13. **SELECTION AND EVALUATION PROCESS**

A. **Evaluation Committee**

A selection committee comprised of staff from MCTA which may also include other interested parties will review and screen the proposals submitted.

B. **Review of Proposals**

The Committee will use a point formula during the review process to score Proposals. Each member of the Committee will score each Proposal by each of the criteria described below based on review of the proposals. The evaluation criteria shall be assessed collectively. The Committee will then review and discuss these evaluations, ultimately combining the individual scores to arrive at a composite evaluation score for each firm. Firms that receive the higher composite evaluation scores will be found to be in the "competitive range" and may be invited to an oral interview which will include a demonstration of the proposed fare collection system operation and function. MCTA reserves the right to ask any Proposer for additional information, and to contact any reference listed. This purchased will be reviewed as required by FTA Circular 4220.1F in section VI subsection 3, d (Competitive Proposals).

C. **Technical Evaluation Criteria**

1. Proposals will be evaluated using the following selection criteria:

<u>Criteria</u>	<u>Weight</u>
1. Financial Viability and Capacity	0 – 10 points
2. Project Plan and Approach, Project Understanding, and TOC	0 – 20 points
3. Experience of Personnel and Firm	0 – 20 points
4. Proposed Equipment and Software Interface	
Satisfies Requirements of the Technical Specifications Document	0 – 15 points
Satisfies Qualifications of Part B (Below)	0 – 5 points
5. Warranty and Maintenance Support Services of the Technical Specifications Section 1.13	0 – 10 points

Maximum Possible Technical Points = 80 points

2. Additional Qualifications (Part B)
 - i. The fare collection system proposal will earn additional points if it is able to do the following with no or minimal additional cost (less than 3% of the base project cost). If a solution is available but will cost more than 3% of the project total, please provide the solution information and the cost, but understand that points may not be given.
 1. Provide latitude and longitude (GPS) information with every farebox data event (5 Points)
 2. Permit the purchase of passes at the farebox using credit card (credit card transactions may be batched and validated when farebox is connected to Wi-Fi, blacklisting is permissible and encouraged).(3 Points)
 3. Permit the use of credit card to make a single fare transaction – using either magnetic swipe and/or proximity card technology (credit card transactions may be batched and validated when farebox is connected to Wi-Fi, blacklisting is permissible and encouraged).(3 Points)
 4. Permit the use of proximity sensor or Near Field Technology (NFT) that can be affixed to a student ID or other secure items passengers find accessible (5 Points)
 5. Permit the “recharging” of the proximity sensor by credit card or cash at the farebox (3 points cash, 6 Points credit, 9 points both)
 6. Ability to integrate Near Field Technology (NFT) (10 Points if only requires a software patch and cost of less than \$1,000 for total installation – less points for other solutions and higher cost).
 7. Ability to download fare and passenger information to MCTA using Wi-Fi technology (10 Points)
 - ii. In order for points to be awarded, please provide written narrative, approximate cost and examples of how this has been done at other transit properties (or general, non-proprietary discussion of how the solution can be implemented). Points, price and perceived functionality, durability and company integrity will be weighed to make a final decision.
 - iii. RECONCILING RFP Technical Specifications and PART B Proposals should meet all requirements of the Technical Specifications of this RFP. Should there be areas of functionality your solution does not meet specifications,

alternatives may be provided. If the requirements of Technical Specifications conflict with Part B (above), MCTA will have discretion to select the most appropriate requirement to satisfy the implementation. It is the responsibility of the proposer to identify the conflict and propose a solution. Additional qualifications may be in conflict with the Technical Specifications of this RFP. However, all things being equal, a solution that meets all requirements and fulfills all qualifications will be up for consideration based on the price, perceived functionality, durability and company integrity are acceptable.

D. Cost Proposal Evaluation

0 - 20

This portion of the proposal will be evaluated based on the Cumulative Total, All Inclusive, Not-to-Exceed, as submitted by the Proposer in Exhibit B, Cost Proposal. A Proposer's failure to submit a completed Cost Proposal may result in MCTA's determination that the proposal is non-responsive.

As specified below, the proposed project *cost* will be assigned a maximum of 20 points. The cost will be evaluated in the following manner:

- a. Those proposals previously screened and found to be within the "competitive range" of the composite technical/qualification scores will be further evaluated for reasonableness of their proposed cost. The responsive proposal with the lowest Cumulative Total, All Inclusive, Not-to-Exceed Price will be given the full weight of 20 points assigned to the *cost criterion*.
- b. Every other proposal found to be in the competitive range will be given points proportionately in relation to the lowest cost. This point total will be calculated by dividing the lowest proposed cost by the total proposed cost of the proposal being evaluated with the result multiplied by the maximum weight for cost (20 points) to arrive at a cost score of less than the full score for price.

$$\text{Example: } \frac{\text{Lowest Total Proposed Cost}}{\text{Proposer's Total Proposed Cost}} \times \text{Total Points for Cost} = \text{Cost Score}$$

The application of the above formula will result in a fair and uniform assignment of points relative to the criterion of cost. Proposers shall not submit alternative cost proposals.

E. Interviews or Oral Presentations

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the final selection process. The final selection process may include participation in an oral interview, demonstration of the proposed system functionality according to the requirements and specifications of the RFP and/or the submission of additional information. Interviews, if held, are tentatively scheduled for the week of **March 5, 2012** and will be held at MCTA's Administrative Offices, MCTA Dr., Swiftwater, PA 18370.

F. Revised Proposals, Discussions, Negotiations, Best and Final Offers

MCTA reserves the right to accept or reject any or all Proposals received as a result of this solicitation, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, or to request best and final offers if it is in the best interest of MCTA to do so. MCTA may conduct reference checks and may arrange for site visits to clients of proposers using systems similar to the one requested through this RFP. MCTA, however, may award a contract without interviews, negotiations, or requests for best and final offers, so Proposers are encouraged to submit their best Proposal.

Upon completion of this final evaluation stage, the Committee will rank the remaining firms in accordance with the evaluation criteria set forth above. MCTA may accept the proposal or negotiate the terms and conditions of the agreement with the highest-ranked firm. If negotiations are unsuccessful, MCTA will terminate the negotiations with that firm and may open negotiations with the next-highest firm. If negotiations with this firm are also not successful, MCTA may repeat the negotiations process with the next-highest ranked firm or, at its sole discretion, MCTA may reject all remaining proposals.

G. Contract Award

The Committee will make a recommendation of award of a contract, if any, to MCTA's Board of Directors. All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Assistant Executive Director, or a designee.

This RFP does not commit MCTA to award a contract(s). MCTA reserves the right to waive informalities and irregularities in the Proposals received.

14. PROTEST PROCEDURES

MCTA maintains written procedures that must be followed for all Proposal protests. Copies of the complete Proposal protest procedures are available at the office of the Assistant Executive Director. Failure to comply with any of the requirements set forth in MCTA's written Proposal protest procedures may result in rejection of the protest.

Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure which are apparent or reasonably should have been discovered by the Proposer prior to the advertised Proposal due date, shall be filed in writing with the Assistant Executive Director, not later than ten days after the issuance of this Request for Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based. MCTA shall respond to the protest with a written determination prior to the opening of proposals. A protest may be renewed by refiling the protest within 15 calendar days after the staff recommendation for award has been made available to the public.

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised Proposal due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Assistant Executive Director, within 15 days after the staff recommendation for award has been made public. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Assistant Executive Director, will respond to the protest, in writing, at least three days prior to the meeting at which staff's recommendation to MCTA's Board of Directors will be considered.

Should the Proposer decide to appeal the response of the Assistant Executive Director, and pursue its protest at the Board meeting, it will notify the aforementioned Assistant Executive Director of its intention at least two days prior to the scheduled meeting.

Because this contract is federally funded, MCTA's final determination of protests may also be appealed to the FTA in accordance with the procedures set forth in FTA Circular 4220.1F, as may be periodically updated. FTA's review will be limited to protests alleging that MCTA failed to have or follow its written protest procedures, failed to review a complaint or protest, or violated a federal law or regulation. The protest must be received by the FTA within five working days of the date the protester learned or should have learned of an adverse decision by MCTA.

15. FEDERAL PROVISION REQUIREMENTS

This project will be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

A. Fly America Requirements

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

The Contractor Agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

B. Buy America Requirements

The Contractor agrees to comply with 49 U.S.C. 5323(j) and the 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. All Contractors must submit the appropriate Buy America Certificate (Appendix F) to MCTA with their proposals, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

C. Cargo Preference Requirements

The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessel; (b) to furnish within 20 working days following the date of loading for shipments originating with the United States or within 30 working days following the date of leading for shipments originating outside of the United States, the legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MCTA (through the Contractor in the case of a subcontractor's bill-of lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

D. Energy Conservation Requirements

Contractor shall recognize and 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 (42 USC Section 6321 et seq.)

E. Clean Water Requirements

The Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to MCTA and understands and agrees that MCTA will, in turn, report each violation as required to assure notification to

FTA and the appropriate EPA Regional Office.

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

F. Clean Air Requirements

The Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to MCTA and understands and agrees that MCTA will in turn report each violation as required to assure notification to FTA and appropriate EPA Regional Office.

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

G. Lobbying

Contractor shall file the certification required by 49 CFR 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures shall be forwarded to MCTA. Contractor shall ensure that all of its subcontractors under this contract shall certify the same. Proposers are required to complete and submit with their proposal, the Disclosure of Lobbying Activities in Exhibit J.

H. Access to Records and Reports

The Contractor agrees to provide MCTA, 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.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than 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 the Contractor agrees to maintain same until MCTA, 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. 49 CFR 18.39(i)(11).

I. Federal Changes

In accordance with 49 CFR Part 18, the Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Agreement between MCTA 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.

J. Program Fraud and False or Fraudulent Statements

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

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

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

K. Government-Wide Debarment and Suspension

Each Proposer must complete, execute, and submit with their proposal, the form entitled "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion Matters," which is included herein and further explained in Exhibit G.

L. Civil Rights Requirements

(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.

M. Privacy Act

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

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

N. Patent Rights

If any invention, improvement, or discovery of Contractor is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the Patents Law of the United States or any foreign country, Contractor shall immediately notify MCTA and provide a detailed report. The rights and responsibilities of MCTA, Contractor and federal government with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

O. Rights in Data

1. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement.

The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples includes, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manual, technical reports, catalog item identification, and related information.

The term does not include financial reports, costs analyses, and similar information incidental to contract administration.

2. All "subject data" first produced in the performance of this Agreement shall be the sole property of MCTA. Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of MCTA until such time as MCTA may have released such data to the public; this restriction, however, does not apply to Agreements with academic institutions.
3. Contractor agrees to grant and does hereby grants to MCTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty free, nonexclusive, and irrevocable license throughout the world.
 - (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement but which is incorporated in the work finished under this Agreement; and
 - (b) To authorize others to do so.
4. Contractor shall indemnify and save and hold harmless MCTA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.
5. Nothing contained in this clause shall imply a license to MCTA under any patent or be construed as affecting the scope of any license of other right otherwise granted to MCTA under any patent.
6. Subsections (3) and (4) above are not applicable to material furnished to Contractor by MCTA and incorporated in the work furnished under the contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work.
7. In the event that the experimental, developmental, or research work, which is the subject of this Agreement is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this Section and shall be delivered as MCTA may direct.

P. No Government Obligation to Third Parties

MCTA and Contractor acknowledge and agree, notwithstanding any occurrence 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, that the Federal

Government is not a party to this contract and shall not be subject to any obligations or liabilities to MCTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor further agrees to include the above clause in each subcontract financed in whole or 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.

Q. Breaches and Disputes Resolution

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 MCTA. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized MCTA representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized MCTA representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute ~ Unless otherwise directed by MCTA, Contractor 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 his employees, agents, or others for whose acts he 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 of damage.

Remedies ~ Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MCTA and the Contractor 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 the Commonwealth of Pennsylvania.

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 MCTA or Contractor 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.

R. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1F, dated November 1, 2008, as may be amended, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MCTA requests which would cause MCTA to be in violation of the FTA terms and conditions.

16. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act. The Levine Act prohibits any MCTA Board Member from participating in or influencing the decision on awarding a contract with MCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of MCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, MCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before MCTA or for three months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution for \$250.00 or more that they have made to a MCTA Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your Proposal.

17. **RFP SUBMITTAL CHECKLIST OF REQUIRED ITEMS**

Proposers shall use the following checklist as a guide to ensure all required documentation is included in its Proposal:

- Cover Letter of Introduction and
 - _____ a. Indicate that the Proposer's team is prepared to sign the sample Agreement for Services and indicate the Proposer's agreement to be bound to the proposed scope of Work and associated Cost Proposal for 180 days
- Table of Contents
- Proposers Capability, Experience, and Qualifications
 - _____ a. List of five references
- Description of Proposer's Organization
- Table of Conformance
- A letter from the Proposer's insurance carrier indicating that the insurance company will be able to provide the certificate and endorsement for the coverage required. A copy of Proposer's insurance policy will not satisfy this requirement to meet the insurance requirements
- Cost Proposal Form (Exhibit B)
- Non-Collusion Affidavit (Exhibit C)
- Certification of Lower-Tier Participants Regarding Debarment, Suspension, and other Ineligibility and voluntary exclusion (Exhibit D)
- Disadvantaged Business Enterprise Certification (Exhibit E)
- Commonwealth Non-Discrimination Clause (Exhibit F)
- Certificate of Debarment (Exhibit G)
- Americans With Disabilities Act Compliance (Exhibit H)
- Title VI of the Civil Rights Act of 1964 (Exhibit I)
- Lobbying Certificate (Exhibit J)
- Notice of Federal Requirements (Exhibit K)
- Environmental, Resource Conservation, and Energy Requirements (Exhibit L)
- Contractor Integrity (Exhibit M)
- Bidder Information (Exhibit N)
- Acknowledgement of Addenda (if any)
- Sample Warranty Agreement
- Sample Software License Agreement
- Sample Hardware and Software Maintenance and Support Agreement
- Sample Training Materials

Proposers are reminded to include one original and five hard copies, plus one electronic .pdf copy on a CD of complete Proposal.

18. EXHIBITS

Technical Specifications (Exhibit A)
Cost Proposal Form (Exhibit B)
Non-Collusion Affidavit (Exhibit C)
Certification of Lower-Tier Participants Regarding Debarment, Suspension, and other Ineligibility and voluntary exclusion (Exhibit D)
Disadvantaged Business Enterprise Certification (Exhibit E)
Commonwealth Non-Discrimination Clause (Exhibit F)
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Bidder Information (Exhibit N)
Sample Contract (Exhibit O)