

# REQUEST FOR PROPOSALS

for

**Microtransit Software as a Service for “PonyPlus”**



ISSUED BY:

Monroe County Transportation Authority  
March 10, 2023

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## 1. NOTICE INVITING PROPOSALS

Monroe County Transportation Authority (MCTA), DBA Pocono Pony, is seeking proposals from qualified firms for a one (1) year contract with two additional, one-year options, to provide a Software-as-a-Service (SaaS) platform and provide technical support for the agency's microtransit services. The design of MCTA's microtransit project is a zone-based service that provides curb-to-curb, on-demand service with a focus on app-based booking. This contract shall include the furnishing of all labor, materials, and services required as set forth in the Scope of Work section of this Request for Proposal (RFP).

To receive a copy of the solicitation package, contact Iris Rivera, Monroe County Transportation Authority, [irivera@gomcta.com](mailto:irivera@gomcta.com) or visit MCTA's website at [www.gomcta.com/rfp2023](http://www.gomcta.com/rfp2023).

The contract resulting from the successful proposal is subject to financial assistance grants between MCTA, the U.S. Department of Transportation, and the PA Department of Transportation. The successful proposer will be required to comply with all applicable laws and regulations.

Completed vendor proposal submissions are due no later than **2:00 p.m. on Thursday, April 6, 2023**. Review the RFP for specific submission requirements and procurement schedule. Proposals received after said time or at any other place other than the time and place stated in the RFP will not be considered. An RFP must be submitted consistent with all required documentation. Any proposal submitted on any other form will be considered non-responsive and will be rejected. MCTA reserves the right to reject any or all proposals received.

MCTA is committed to encouraging and supporting utilization of Disadvantaged Business Enterprises (DBEs), and small businesses. All businesses are encouraged to submit proposals.

## 2. INTRODUCTION

MCTA is looking for a vendor to provide the following professional services:

- Software-as-a-Service (SaaS) for Microtransit Services

This RFP provides interested parties sufficient information to prepare and submit proposals for MCTA's consideration to satisfy the needs defined in the Scope of Work (SOW) for this project (see EXHIBIT A). The goal of this RFP is to identify qualified candidates based on a selection of evaluation criteria that will assist the agency in determining the best candidate for the project.

MCTA will follow all applicable third-party procurement policies in accordance with 2 CFR Part 200 (The Super Circular) and the Federal Transit Administration (FTA) Circular C4220.1F (Third Party Contracting Guidance). In occurrence where the 4220.1F conflicts with 2 CFR Part 200, the Super Circular supersedes C.4220.1F. Additionally, MCTA shall comply with all applicable regulations set forth in EXHIBIT D and shall extend the same to the successful applicant(s).

### 3. BACKGROUND

MCTA has evaluated other Pennsylvania transit systems microtransit services and have identified these goals and objectives for the proposed service.

The specific goal statements and objectives identified for the service are:

**(1) Statement:**

- To create a transit system that adapts to and addresses the needs of the community through embracing of emerging technology while reducing costs and improving the diversity of the mobility ecosystem.

**(2) Objectives:**

- Adapt to changing transportation and mobility needs.
- Improve mobility ecosystem.
- Address first- and last-mile issues.
- Compare performance against other modes.
- Embrace emerging technology solutions.
- Reduce costs.

MCTA operates an on-demand microtransit service called PonyPlus. The website for this program, which provides a program description and the two geographic zones can be found at [gomcta.com/ponyplus](http://gomcta.com/ponyplus). The service operates Monday through Friday (five days a week), 12 hours a day in two service regions. Both service regions have defined boundaries in which the rider can travel to and from any destination within the region as a curb-to-curb service.

Each service region will operate up to two vehicles for a total of four vehicles in operation. MCTA has five seven-passenger Ford Transits with one securement location in its microtransit fleet. MCTA owns and operates the vehicles with in-house operators. It is the expectation of MCTA that the proposed solution will be required for providing the platform for the service, and the agency will cover operational components. Proposer will extend technical support for their product during the life of the contract.

We expect that trip booking will be done via a mobile application, an online portal, or via call in through our customer service. Fare collection shall be done via an in-app mobile ticketing solution or cash payment into a secure farebox. MCTA currently uses Braintree (PayPal) to process the credit card transactions.

MCTA operates demand-response services – shared ride and paratransit service – across Monroe County. MCTA is not seeking any fixed route or demand response Intelligent Transportation Solutions/Systems (ITS) for any service beyond the microtransit service through this procurement.

### 4. PROPOSAL REQUIREMENTS

The proposal shall consist of the following parts, as identified in section sub-part 4 A. Proposal Package Elements, and be submitted consistent with the section sub-part 4 B. Submission Requirements and

Deadline. Specific instructions are provided within each of these sub-sections. These are the minimum submission requirements. Proposers are encouraged to supplement beyond these requirements as necessary to adequately review their proposal against the defined criteria in Section 5. Evaluation Criteria.

## **A. PROPOSAL PACKAGE ELEMENTS**

### **1. Statement of Qualifications**

#### (i) Description and Background of Organization

- ◆ Must contain a concise description of the proposer's background, including number of implementations and years in business, and experience in providing services similar to those outlined in the Scope of Work.

#### (ii) Resumes of Key Project Team

- ◆ Key project team is the project manager as well as any individuals identified in the technical proposal.
- ◆ Resumes shall include, at a minimum: years of experience, years employed by organization, primary responsibilities of position, education, and professional certifications (as applicable).

#### (iii) References

- ◆ Must contain three project references within the last two years.
- ◆ Must include a point of contact name and title, a phone number, an email address, and a brief description of project.
- ◆ MCTA prefers that the vendors identify like or similar projects as references to the best of their ability.

### **2. Technical Proposal**

#### (i) Prefatory and Transitional Plan

- ◆ The detailed transition plan should include a description about how the services will be transitioned from the end of a current microtransit service to a more permanent solution, assuring a smooth start-up, including a timeline that will ensure all transition and start-up tasks will be completed prior to the go-live date.

\* Elements to include, at a minimum:

- a. A chart that identifies the various activities/deliverables associated with the components of your plan, start and end dates, status, percent complete, who is responsible, critical dependencies, and the easily recognizable milestones during the life of the plan.
- b. An Issues Log that identifies specific action steps for issues needing to be addressed by whom and by when.
- c. A Risk Analysis of potential problems throughout the transition and start-up. The analysis will include a description of perceived risks and a contingency plan for mitigating and/or avoiding those risks.
- d. The proposer's plan for providing on-site training, including training schedules, to assure a fully trained workforce by the contract state date.

(ii) Work Plan

- ◆ The proposal shall include a complete work plan that completely addresses each aspect of the SOW.
  - \* Elements to include, at a minimum:
    - a. Describe capabilities to meet SOW items.
    - b. Description of plans to monitor and control quality of service.
    - c. Description of the various applications utilized (e.g., customer-facing, customer service representative-facing, operator-facing, dispatcher-facing, administrator-facing) on various media of use (e.g., Android, iOS, web browsers).
    - d. Demonstrate and explain how data is collected and will be reported.
    - e. Explain how technical support and software updates/releases will be provided and delivered, including any additional costs associated with these.
    - f. Explain how the transfer of data at contract termination will occur.
    - g. Explain how the import of existing data will be accomplished.
    - h. Explain how billing problems are resolved.

**3. Identification of Proprietary Elements**

- (i) Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

**4. Price Proposal**

- (i) Proposers are required to complete the price proposal form as provided in the RFP EXHIBIT C. Should there be a field required that proposers do not have pertinent information for, please identify via a zero dollar sum or mark it as "N/A." Proposers should base their price proposal on a monthly payment schedule. Proposers are encouraged to supplement their price proposal with a narrative and to identify if different payment structures, such as quarterly, annually, or lump sum could result in discounted pricing. The proposer may also provide quotes for two options. Option One: a two (2) year contract with two additional, one-year options and Option Two: a three (3) year contract with two additional, one-year options.

**5. Executed Forms**

- (i) EXHIBIT E contains required forms and certifications which are mandatory in the proposal process. These forms must be executed and submitted in their exact format in order for the proposal to be considered responsive. Precise computer reproductions to expedite the proposal preparation process are acceptable. This component of the submittal packet must contain these executed forms.

**B. SUBMISSION REQUIREMENTS AND DEADLINE**

Submittal packages shall be submitted digitally to Iris Rivera, at [irivera@gomcta.com](mailto:irivera@gomcta.com) or shall be sent to one of the following addresses:

If by USPS:  
Monroe County Transportation Authority  
PO BOX 339  
Scotrun, PA 18355  
Attn: Iris Rivera

If by Fedex / UPS  
Monroe County Transportation Authority  
134 MCTA Dr.  
Swiftwater, PA 18370  
Attn: Iris Rivera

The submittal package can be submitted digitally in Adobe Portable Document Format (PDF) or via physical copies. Physical submissions should include three (3) physical copies and a digital version via a Universal Serial Bus (USB) thumb drive. The font should be in an easy-to-read format, such as Calibri or Times New Roman, with a font of 11 points or higher. The maximum page count is twenty-five (25) pages. The following are excluded from the page-count restriction: resumes, exhibits, cover page, and table of contents.

To be considered, responding vendor packages must be received by MCTA on or before the date and time specified in Section 6 for the “RFP Submission Due” milestone. Faxed proposals will NOT be accepted. All required information must be included.

## 5. EVALUATION CRITERIA

The manner in which the proposals received in response to this RFP will be evaluated is based on the following criteria:

<b>Criteria</b>
Qualifications
Technical Approach and Functionality
Specific Technical Requirement – utilize Android tablets.
Deployment Plan
Pricing
Ingests GTSF-RT and delivers GTFS-flex integration

Final evaluation will be based on a total numerical scoring of all evaluator responses with the highest total scoring proposer being viewed as the successful proposer. All proposers will be notified of their successful or unsuccessful proposer status by the Notice of Award milestone.

## 6. PROCUREMENT SCHEDULE AND MILESTONES

The table below lists the dates for key milestones in the procurement process. Any changes to this defined schedule will be released via addendum. Please note that “COB” identifies Close of Business, which is defined as 4:30 PM EST for this proposal. The successful bidder should be prepared to begin work immediately upon Notice to Proceed.

Milestone	Milestone Date	Time
RFP Release	Friday, March 10, 2023	COB
Question and Clarifications Submitted	Friday, March 24, 2023	2:00 PM EDT
Question and Clarifications Response	Tuesday, March 28, 2023	COB
RFP Submission Due	Thursday, April 6, 2023	2:00 PM EDT
Interviews and Demonstrations	Monday, April 10, 2023	WEEK OF
Notice of Award, Tentative	Thursday, April 27, 2023	COB
Notice to Proceed, Tentative	Monday, May 1, 2023	COB
Product "Go Live" Target	Wednesday, July 5, 2023	6:30 AM EDT

## 7. INQUIRIES

Bidders are encouraged to submit substantive questions, comments, and concerns in writing with respect to this project. Verbal questions may be accepted, but responses thereto will not be binding on MCTA unless they are in writing. Written questions received by the inquiry deadline will be answered in writing and posted on MCTA’s website at [www.gomcta.com/rfp2023](http://www.gomcta.com/rfp2023). Questions should be sent via email to Rich Schlameuss, Assistant Executive Director of MCTA ([rschlameuss@gomcta.com](mailto:rschlameuss@gomcta.com)).

If MCTA determines that changes to the RFP are necessary as a result of pre-proposal questions and clarifications, MCTA will issue an addendum for all prospective contractors and will be available on MCTA’s website. Contractors should be aware that this RFP and any subsequent written addenda serve as the sole basis upon which contractors should submit proposals. An executed Acknowledgement of Receipt of Addenda is a required submission regardless of whether any addenda are issued.

Prospective bidders should provide contact information to Iris Rivera via email, if potentially interested. The contact information should provide the vendor or organization name, primary contact name, telephone number, and email address.

## 8. SELECTION PROCESS AND NEGOTIATION

MCTA and its selection committee will evaluate all submittal packages for completeness and compliance with the terms and conditions of the RFP. Incomplete packages will be deemed non-responsive and be



eliminated from evaluation. The Committee will review the qualifications of each responsive submittal package and rank them based on the defined evaluation criteria (see Section 5). MCTA further reserves the right to conduct interviews or request demonstrations of product capabilities for the top-ranked proposers to establish final rankings. Once the proposer with the top ranking is established by the Committee, MCTA and the proposer may negotiate a firm fixed-price contract for the SOW through a Best and Final Offer (BAFO). If a mutually satisfactory contract cannot be reached with the selected proposer, MCTA will enter negotiations with the second-place proposer.

## **9. COMPLIANCE REQUIREMENTS**

The selected respondent shall comply with all federal, state, and local laws applicable to its activities, including but not limited to those identified in EXHIBIT D.

## **10. RESERVATION OF RIGHTS**

- MCTA reserves the right, at its sole discretion, to reject at any time, any or all proposals, and to withdraw this RFP without notice.
- MCTA reserves the right to waive compliance with and/or change any of the items of this request.
- MCTA reserves ownership and unlimited access to all service and ridership data generated relative to its microtransit service.
- MCTA reserves and may exercise the following rights and options with respect to this selection process:
  - to request some or all of the prospective proposers 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 negotiate and award;
  - to solicit new proposals;
  - to negotiate cost for best and final offers;
  - to negotiate fees;
  - to assign any or all of the finalized and executed contract to a third party.

## **11. EVENTS OF DISQUALIFICATION OR DEFAULT**

Subsequent to the selection of contractors for negotiations, the following, at the sole discretion of MCTA, 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.

## **12. REMEDIES**

Upon the happening of an Event of Disqualification or Default by a selected contractor, the following remedies shall be available individually and collectively: 1) the selection of the contractor may be rescinded; 2) MCTA 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; 3) the contractor shall pay all costs and expenses incurred by MCTA in negotiating with the particular contractor including, but not limited to legal counsel's fees. MCTA's receipt or discussion of any information (including information contained in a proposal, ideas, models, drawings, or other material communicated or exhibited to MCTA) does not impose any obligations whatsoever on MCTA or entitle the contractor or any other person or entity to any compensation therefore. Any such information given to MCTA 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 MCTA rights to use anything which is the subject of valid existing or potential letters of patent or which is copyrighted.

## **13. LIABILITY**

MCTA and DOT shall not be liable to any contractor or to any third party for any claims or damages occasioned by the solicitation, rejection, negotiation, or selection of proposals regarding this requirement. Each contractor or other respondent agrees to bear all costs of its response and participation in the process described in this RFP; there shall be no reimbursement for any costs relating to the preparation of responses or proposals in connection with this process.

## **14. PROPOSAL WITHDRAWAL**

All proposals shall be valid for ninety (90) days after proposal opening. Prior to the date and time the proposals are due, proposals may be modified or withdrawn by the contractors authorized representative in person, or by written or facsimile notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be addressed to:

If by USPS:  
Monroe County Transportation Authority  
PO BOX 339  
Scotrun, PA 18355  
Attn: Iris Rivera

If by Fedex / UPS  
Monroe County Transportation Authority  
134 MCTA Dr.  
Swiftwater, PA 18370  
Attn: Iris Rivera

or sent by email to [irivera@gomcta.com](mailto:irivera@gomcta.com) no later than the RFP submission due date (see Section 6).

## **15. CONTRACT TYPE AND TERM**

The contract will be for a one (1) year, with two additional, one-year options, unless MCTA accepts Option One or Two. The type of contract employed will be a firm fixed-price contract with a defined not-to-exceed threshold. Any modification requiring an increase beyond that threshold must be authorized prior to proceeding. The beginning and conclusion of this term will be defined in the final contract. Consistent with the RFP, provisions permit MCTA the capability to terminate this contract prior to the conclusion of the contract year period consistent with language and provisions included.

## **16. PROPRIETARY INFORMATION**

Any information contained in the proposal that the contractor considers proprietary must be clearly identified as such. MCTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and Pennsylvania Sunshine Laws.

## **17. 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 2 CFR Part 200 and the FTA Circular 4220.1F, are hereby incorporated by reference (see Exhibit D). 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 MCTA requests, which would cause MCTA to be in violation of the FTA terms and conditions.

**EXHIBIT A: SCOPE OF WORK**

## Scope of Work

Please reference Section 2. Introduction and Section 3. Background for supplemental information regarding an introduction to MCTA's operating environment and current project model. MCTA intends to continue to operate consistent with that model with the potential to expand service based on the success of the current project and capabilities of the prospective system. The following defines the technical features and functionality that MCTA is seeking per this RFP.

### **Required Features and Functionality**

MCTA is seeking to understand the current capabilities of the vendor's proposed solution. Upon review of the below specifications, it is the expectation of MCTA that all described functionality is in the current, live build of the solution. By live build, we mean that agencies are currently actively utilizing that functionality. If the vendor wishes to elaborate on future functionality or enhancements, please explicitly separate them from your description of current features and functionality and provide an anticipated timeline for when that element will be in the live build.

- **System**
  - **Setup & Configuration** – Please describe the process of the preliminary set-up and configuration of an agency's microtransit service within the proposer's solution. Specifically, identify if the platform includes the following:
    - Ability to define agency contact information, such as a phone number and email address, for support.
    - Ability to add, remove, and adjust users and assign permission levels.
    - Ability to add or remove vehicles or devices, such as tablets, from the system.
    - Ability to configure vehicle information, such as ambulatory capacity, non-ambulatory capacity, and impact of device if seating capacity is impacted, such as with flip seats.
    - A graphical user interface to create service region(s) including the ability to expand, constrict, and exclude areas within the region boundary.
    - Capability to import and export service region(s) and stop markers to the graphical user interface or mapping functionality using standard formats such as .shp or .kml.
    - Ability to customize services including, at a minimum, service status (active or disabled), service schedule (start and end time), days of service availability, service period (start and end date), assignment of service regions or stop markers, vehicle assignments, and service exceptions (holidays, excluded service days or hours).
    - Ability to adjust pricing by time of day and service.
    - Ability to assign different types of stop markers, such as a fixed route stop vs. a popular point of interest without a physical sign at the location.
    - Ability to ingest MCTA's GTFS-Realtime Fixed Route data feed and provide on-time connections to the fixed route from the app.
  - **Operation & Management** – Please describe the day-to-day operational management of the system. Specifically, identify if the platform includes the following:
    - Ability to schedule and/or revise rider trips within operational platform.
    - Ability to add or remove vehicles from service on-demand.

- Ability to adjust service times by service area on-demand.
- Dispatch functionality, including, at a minimum, to monitor and/or sanction rider details, vehicle location, capacity, and driver information.
- Capability to reallocate rides and prioritize rides.
- Ability to review historical vehicle GPS data and routing with metadata.
- Identification of outlier or “high-risk” rider trips that go beyond an agency-defined threshold.
- Notification of trip booking and tracking of rider status from booking to trip completion.
- Ability for dispatcher to communicate with the rider or driver via in-app messaging.
- Ability to gather rider details to contact directly, such as via phone.
- Ability to assign trip notes when scheduling or while trip is in queue.
- Automated messaging for reasons such as capacity issues, excessive delays.
- Identification of dispatcher or customer service representative who scheduled trip for rider.
- Sensory cues for interface such as audio and/or visual alerts.
- Ability of dispatcher to visualize the services and service regions within dispatching interface.
- Ability to set up business partner accounts to schedule trips on behalf of clients using the service such as medical facilities or social services.
- Prevent duplicate trips under one name / account.
- All rider data is property of the account owner and MCTA.
- Customization – Please describe the customization potential of the agency regarding the proposed solution’s trip planning algorithm. Specifically, please identify if the following customization options are available and if they can be changed by the agency or require proposer assistance:
  - Wait Time
  - On-Board or Travel Time
  - Capacity
  - Peak or Time of Day
  - Service or Service Region
  - Rider grouping or Pick-up/Drop-off Density
  - Identify other criteria and customization options.
- Marketing & Promotion – Please describe the marketing and promotion functionality that are available through the proposer’s solution. Specifically, please identify if the proposed solution has the capability to do the following:
  - Ability to include agency branding within the platform.
  - Ability to provide promotional codes (such as discounts or free rides).
  - Ability to share, forward, or link trip details.
  - Ability for the agency to encourage stop pooling or grouping through promotions or rate bonuses for utilization of designated stops.
  - Ability to send agency surveys to riders permitting such communications.
- Data & Reporting - Describe the data collection and reporting features for the provider’s solution. Specifically, please identify how the proposed solution provides the data, provide how it is calculated, and if there is a built-in report available for the agency via the proposed solution.
  - National Transit Database (NTD) data, including at a minimum:
    - Total Hours

- Total Miles
    - Revenue Hours
    - Revenue Miles
    - Deadhead Hours
    - Deadhead Miles
    - Unlinked Passenger Trips (UPT)
    - Passenger Miles Traveled (PMT)
    - Average Passenger Trip length (APTL)
  - General operational data or reporting, such as:
    - All complete rider and trip data
    - Total rides by status and source
    - Fare and payment information
    - Ride metrics such as wait time, duration, time to cancel
    - Failed attempt to book
    - Trip and driver notes
    - App usage statistics (downloads, opens, service views, trips booked, etc., within area or using app)
    - GTFS-Flex feed creation and export
  - Ability to create customized reports.
  - Ability to create customized dashboards.
  - Ability to enter custom data into platform for calculations, such as operating cost, revenues, accident data, etc.
  - Ability to review proximity of actual drop-off to scheduled drop-off location or flag significant deviations based on configured distance.
- **Driver**
    - Interface & Usability - Describe the proposer's interface for drivers. Please confirm listed functionality, provide a brief explanation, and describe any additional features related to proposer's solution for the driver interface not listed here:
      - Application operating system and capability to use Android
      - Turn-by-turn directions.
      - Reactivity to unexpected conditions, such as high traffic volume, major detours, or accidents.
      - Provide next trip and rider information, including name, contact, and payment method.
      - Rider pick-up and drop-off marker functionality.
      - Rider reminder functionality to notify the bus has arrived and / or the driver has not been able to locate them.
      - Rider no-show functionality, specifically only permitting this type of driver action within a defined distance of the designated location.
      - Limited driver functionality when vehicle is above speed threshold.
      - Manual brightness and dimming functionality.
      - Automatic brightness and dimming options.
      - Driver break or out-of-service functionality, controllable by either driver or dispatcher.
      - Notification of driver break meeting configured threshold, such as 30 minutes or 1 hour.
      - Ability to pick-up multiple riders at grouped destinations.
      - Provide tracking list of current and upcoming riders.

- Notification to driver if the vehicle departs defined service region(s).
  - Driver can schedule trips for walk-up riders.
  - Driver can release a notification that the vehicle has arrived or is at a destination to all app users within a configurable radius or those riders who permit notifications.
  - Driver has ability to send text notifications to dispatch.
  - Driver has ability to access to the tablet to create an emergency notification to dispatch.
- **User**
  - Access & Onboarding - Describe how riders will locate the interface, create an account, and log in. Please describe any additional features related to provider's solution for riders not listed here:
    - Application branding, specifically denote if proposer solution is an all-in-one app or individual to agency app.
    - The application is free and available via the app stores for both Android and iOS (Apple) users.
    - The user should be able to create an account unique to MCTA's microtransit service.
    - Users have the capability to only see or select to only see MCTA's microtransit service.
    - Authentication using "Sign on with Apple" or "Sign on with Google" functionality.
    - Recommendation of service based on GPS location, if rider permits.
  - Booking - Describe how riders discover where the vehicles are, how they book, are informed about, and give feedback on their rides. Please describe any additional features related to provider's solution for booking, and riding not listed here:
    - Display a map and display MCTA microtransit zone.
    - Display in service vehicle locations and average wait when considering scheduling.
    - Display current location of the vehicle on the map.
    - Ability to book trips on demand, so long as the user is attempting to book within the approved service guidelines.
    - The system should provide an ETA prior to confirmation of the trip.
    - The system should provide updates if the ETA of the trip would change significantly, as defined by the agency.
    - Ability to book or schedule trips in advance and have access to see and cancel advanced trips.
    - Ability to walk up to vehicle, board, and pay.
    - Ability to find more information on service through links to agency website or contact information.
    - Ability to provide notes when scheduling the trip to dispatch or operator within app.
    - User created account should be easily pulled via user account information, such as username or email to assist booking via app or customer service call-in.
  - Fare Payment – Describe what type of fare-payment methods are available or provided as part of the proposer's solution. Specifically, identify the following solutions:
    - Collection of fare payment data.
    - Rider accounts can be set up to store preferred payment method.



- All passengers who are booked on the same reservation automatically use the selected payment method. If a rider takes additional passengers as part of their reservation, the rider assumes the cost for those passengers and the driver will not be required to make any manual adjustments.
    - Ability for the rider to store payment data for one time purchase only.
    - Ability to track and integrate with mobile ticketing platform or to be used as the mobile ticketing platform for our fixed route service.
    - Ability to pay through smart device payment options, such as Apple Pay, Samsung Pay, Google Pay, etc.
    - Ability to pay by credit card on the bus without app use.
    - Ability to track riders who fail to pay.
    - Ability for riders to store a balance to their account.
    - Ability to identify senior, half-fare, and other adjusted fare-approved accounts and associated activity.
    - Ability to pay collect credit card payment X minutes prior to vehicle boarding to confirm credit card is enabled.
    - Ability to create fare rules that permit the rider to be charged for a no-show or late cancel.
  - User Communications & Customer Service - Describe how riders can provide feedback, receive customer service and technical support. Please describe any additional features related to provider's solution for customer service not listed here:
    - Contact information for both proposer and agency for technical support inclusive of a phone number, mailing address and email address.
    - Ability for rider or agency to review rider account, to review trip and payment history.
    - Ability to provide feedback associated to the agency-related role, such as driver, vehicle, and service.
    - Ability to provide feedback associated to proposed solution, such as app functionality.
    - Ability to provide feedback through ratings or short-answer responses.
    - Ability to create notice / warning on app if service will be suspended due to weather or unforeseen emergency conditions.
    - Ability to allow the user to view and accept changes to the terms and conditions through the app.
- **Deployment & Training**
  - Please describe how the proposer will support the training, marketing, and deployment of the solution.
    - Identify the training process, materials, and formats of training.
    - Describe the anticipated investment of time in training for the following groups:
      - Executive Team
      - Operations
      - Customer Service
      - Driver
      - Customer 'How to User app videos' will be shared with MCTA to post on their website and social media to educate passengers on service an use of app.
    - Identify, if provided as part of the proposal, what type of development and ongoing training opportunities are available.

- **Agency Support**
  - Please describe the level and types of support included post launch to ensure system remains functional.
    - Provider should indicate the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly.
    - Describe how upgrades are communicated, rolled out, and the frequency with which they are released.
    - Identify how the agency can confirm they are on the latest, stable build available.
    - Identify how the agency would provide input on piloting developments, bug-fixing, or future developments.
    - Identify how the provider will support agency with operational and data analysis.
    - Technical SLAs, such as anticipated period to respond, relative to the following:
      - Outages
      - App-related issues and user support
      - Assistance and general question response.

## EXHIBIT B: MCTA BID/PROPOSAL PROTEST PROCEDURE

### MCTA BID/PROPOSAL PROTEST PROCEDURE

#### PROTEST PROCEDURES

- A. Monroe County Transportation Authority (MCTA) reserves the right to postpone bid openings for its own convenience and to reject any or all bids.
- B. Changes to the specifications will be made by addendum.
- C. Prime Contractors and Subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written, documented requests required by the paragraph below.
- D. Requests for clarification of specifications and protest of specifications must be received by MCTA, in writing, not less than eight (8) calendar days before the date of scheduled bid opening. Any request for a clarification or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to support the bidder's position.
- E. MCTA replies to requests under Paragraph D above will be postmarked at least five (5) calendar days before the date scheduled for bid opening.
- F. Bidders wishing to protest specifications, bid openings, or bid awards may do so by giving written notice, to the Executive Director of MCTA. This notice should be given eight (8) calendar days prior to bid opening for specifications and within three (3) calendar days after bid opening or bid award. Protesters shall state the grounds for the complaint and provide supporting documentation for their argument. MCTA shall review the protest and for specifications shall respond five (5) calendar days prior to bid opening. In the event of a protest over bid opening or bid award, MCTA will respond within five (5) calendar days of receipt of protest. If the Monroe County Transportation Authority determines a bid opening should be postponed due to a protest, all bidders shall be promptly notified in writing. If the award of the contract has already been made at the time that a bid protest is received, MCTA will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice-to-Proceed until the protest has been disposed of. If the bids have already been opened but a contract has not yet been awarded, MCTA will:
  - a. Notify all bidders, and,
  - b. Not proceed with a bid award until MCTA has submitted a written response to the protesting bidder and believes the protest to be resolved.
- G. The Federal Transit Administration (FTA) will only accept protests from bidders when it is alleged MCTA failed to have written protest procedures, or it is alleged MCTA failed to follow such procedures. Protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

## EXHIBIT C: PRICE PROPOSAL FORMS

**REQUIRED Proposal Form:**

**Vendor:** \_\_\_\_\_

<b>Item</b>	<b>Description</b>	<b>BASE YEAR 1</b>	<b>OPTIONAL YEAR 2</b>	<b>OPTIONAL YEAR 3</b>
A	Operating Cost Per Vehicle Per Month			
B	Base Operating Cost Per Year			
C	Cost Per One Additional Vehicle Per Year			
D	On-Boarding Costs, If Applicable			
E	Other Costs, If Applicable			
F	Total Annual Cost			

**Notes:**

A - Based on assumption of four vehicles.

B - Based on Item A multiplied by four vehicles multiplied by twelve months.

C - Cost per additional vehicle beyond four.

E- Please provide a supplemental narrative to the price proposal form to identify other costs.

F - Total is based on Item B + C + D + E for annual cost.

Please denote zero or "N/A" in any non-applicable item.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**OPTION ONE (1) Proposal Form:**

**Vendor:** \_\_\_\_\_

<b>Item</b>	<b>Description</b>	<b>BASE YEARS 1 &amp; 2</b>	<b>OPTIONAL YEAR 3</b>	<b>OPTIONAL YEAR 4</b>
A	Operating Cost Per Vehicle Per Month			
B	Base Operating Cost Per Year			
C	Cost Per One Additional Vehicle Per Year			
D	On-Boarding Costs, If Applicable			
E	Other Costs, If Applicable			
F	Total Annual Cost			

**Notes:**

A - Based on assumption of four vehicles.

B - Based on Item A multiplied by four vehicles multiplied by twelve months.

C - Cost per additional vehicle beyond four.

E- Please provide a supplemental narrative to the price proposal form to identify other costs.

F - Total is based on Item B + C + D + E for annual cost.

Please denote zero or "N/A" in any non-applicable item.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**OPTION TWO (2) Proposal Form:**

**Vendor:** \_\_\_\_\_

Item	Description	BASE YEARS 1 - 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
A	Operating Cost Per Vehicle Per Month			
B	Base Operating Cost Per Year			
C	Cost Per One Additional Vehicle Per Year			
D	On-Boarding Costs, If Applicable			
E	Other Costs, If Applicable			
F	Total Annual Cost			

**Notes:**

A - Based on assumption of four vehicles.

B - Based on Item A multiplied by four vehicles multiplied by twelve months.

C - Cost per additional vehicle beyond four.

E- Please provide a supplemental narrative to the price proposal form to identify other costs.

F - Total is based on Item B + C + D + E for annual cost.

Please denote zero or "N/A" in any non-applicable item.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## EXHIBIT D: FEDERAL CLAUSES



## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

MCTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to 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 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 AND RELATED ACTS**

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

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

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

## AUDITS AND ACCESS TO RECORDS AND REPORTS

- a. Audit and Inspection. The Contractor shall permit the authorized representatives of MCTA, U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contract or relating to its performance and its subcontracts under this Contract from the date of the Contract and for three (3) years after completion or termination of the Contract.
- b. Record Retention. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that MCTA, the U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of each Subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes: (1) Purchase Orders not exceeding \$10,000; and (2) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

## FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein or by reference in the Agreement (Form FTA MA (21) dated October 1, 2014), as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. 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 MCTA requests which would cause MCTA to be in violation of the FTA terms and conditions. Contractor's failure to so comply shall constitute a breach of this Contract.

## CIVIL RIGHTS REQUIREMENTS

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, 1685-88, with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in

Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; 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; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. 12132; Federal transit law at 49 U.S.C. 5332; and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49, C.F.R. Part 21, and any implementing requirements FTA may issue.

- B. EQUAL EMPLOYMENT OPPORTUNITY: 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 and its subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. and any implementing requirements the FTA may issue. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent. The Contractor and its subcontractors shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off 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.
- C. NONDISCRIMINATION ON THE BASIS OF DISABILITY: The Contractor agrees to comply with all applicable requirements of the following federal laws and federal regulations pertaining to discrimination against seniors or individuals with disabilities. The federal laws include: American with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151*et seq.*

The federal regulations include:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulation, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (3) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39.
- (4) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (5) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and 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 26;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- (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;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

D. COMMONWEALTH OF PENNSYLVANIA NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE: Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination/Sexual Harassment Clause.

#### **INCORPORATION OF FTA TERMS**

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, or its successor, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

#### **ENERGY CONSERVATION**

Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6321 et seq. and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C."

## TERMINATION

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

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

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

If Contractor fails to remedy to MCTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from MCTA setting forth the nature of said breach or default, MCTA 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 MCTA 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 MCTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MCTA shall not limit MCTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## DEBARMENT AND SUSPENSION

The Proposer agrees to comply, and assures the compliance of its subcontractors or a participant at any tier of the Project, with 2 CFR. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. The Proposer, and its applicable subcontractors, shall not be debarred or suspended except as authorized by U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, including any amendments thereto; and Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. 6101 note; or other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended third party firms. The Proposer agrees to, and assures that its subcontractors for any lower tier participant will, search the entity records on the System for Award Management ([www.sam.gov](http://www.sam.gov)) before entering into any contractual arrangement in connection with this Project. **For any contract and subcontract exceeding \$25,000, the contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided.**

By signing and submitting its Proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MCTA when the transaction was entered into. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to other remedies available to MCTA, the federal government may pursue available remedies, including suspension and/or debarment. The Bidder or Proposer shall provide immediate written notice to MCTA if at any time the contractor or subcontractors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Bidder or Proposer further agrees to include a provision requiring such compliance by its subcontractors for any lower tier covered transactions.

## BREACH AND DISPUTE RESOLUTION

### A. Severability

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

### B. Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Project Manager for MCTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise

furnishes a written appeal to the Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

- C. Performance During Dispute - Unless otherwise directed by MCTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- D. 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 any of his employees, agents or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- E. 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.
- F. 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 its representative 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.

## **LOBBYING**

Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: 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. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors 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 the covered Federal actions as

described by 31 U.S.C. 1352. **For any contract and subcontract exceeding \$100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate. Contractors and subcontractors who engage in lobbying activities are required to submit Standard Form—LLL (SF-LLL), “Disclosure of Lobbying Activities” in accordance with Section 1352 of Title 31, U.S. Code. SF-LLL to MCTA.** MCTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same.

## **CLEAN AIR REQUIREMENTS**

For all contracts and subcontracts in excess of \$150,000, the Contractor and its subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA’s “List of Violating Facilities”, refrain from using violating facilities and report each violation to MCTA and MCTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*

## **CLEAN WATER REQUIREMENTS**

For all contracts and subcontracts in excess of \$150,000, the Contractor and its subcontractors agree 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 Contractor and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA’s “List of Violating Facilities”, refrain from using violating facilities and report each violation to MCTA and MCTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*

## **FLY AMERICA REQUIREMENTS**

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended,



49 U.S.C. 40118 (the "Fly America" Act), and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. 301-10.131 through 301-10.143.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by *Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MCTA's overall goal for DBE participation is 0.88%. A separate contract goal **has not** been established for this procurement.

The Contractor, subrecipient, 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 Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MCTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor for future bidding as non-responsible.

Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

The contractor must promptly notify MCTA, 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 MCTA.

## **PROMPT PAYMENT, RETAINAGE, AND MONITORING**

Prompt Payment: The MCTA will include the following clause in each DOT-assisted prime contract: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from MCTA. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MCTA. This clause applies to both DBE and non-DBE subcontracts.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MCTA. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: The MCTA has established, to monitor and enforce that prompt payment and return of retainage is occurring, a monthly DBE statement to be completed by the contractor. This statement is submitted to MCTA for the purpose of recording of prompt payment and successful completion of work duties assigned to DBEs. Furthermore, depending on the size and scope of the work performed, construction management consultants may be used. The Contractor shall notify MCTA in writing of any delay or postponement of payment beyond thirty (30) days and such written notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Contractor is basing its actions. MCTA shall not be obligated to make a progress payment or a final payment to a Contractor who has failed to make payments promptly to its subcontractors for work performed, and for which MCTA has made payment, without good cause. The remedies MCTA has available to enforce the DBE requirements contained in its contracts include, but are not limited to, the following:

1. Breach of contract action pursuant to the terms of the contract. The intent of proceeding will be to initiate corrective action on the part of the contractor. If the corrective action is not implemented, the contractor will be terminated in accordance with the terms of the contract.
2. Inform the Pennsylvania Department of Transportation of any false, fraudulent, or dishonest conduct regard the DBE Program. Beyond the power of MCTA within the contract terms, the Federal government has available the following mechanisms that apply to firms participating in the DBE program:
  - a) Suspension or debarment proceedings pursuant to 49 CFR Part 26.
  - b) Enforcement action pursuant to 49 CFR Part 31.

## **RIGHTS IN DATA & PATENT RIGHTS**

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation 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 include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty- free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or

research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, 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 the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **SAFE OPERATION OF MOTOR VEHICLES**

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned

vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **VETERANS EMPLOYMENT**

As provided by 49 U.S.C. § 5325(k) and to the extent practicable:

a. Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-recipients will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## EXHIBIT E: REQUIRED FORMS AND CERTIFICATIONS

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned hereby acknowledges receipt of the following addenda to the above referenced RFP:

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Individual, Partnership, or Corporation:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Name of Authorized Person:

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

\_\_\_\_\_  
Title of Authorized Person:

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



## COMMONWEALTH NON-COLLUSION AFFIDAVIT

The Undersigned, having examined the Specifications, Standard Requirements, and other documents, and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment, and services called for in the bid for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any Bidder to submit a sham bid or any other person, firm, or corporation to refrain from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other bidder.

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NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

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ADDRESS

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AUTHORIZED PERSON

---

SIGNATURE

---

TITLE

---

DATE

## LOBBYING CERTIFICATE

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et. seq., apply to this certification and disclosure, if any.

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

BY

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

## DEBARMENT CERTIFICATION

The bidder hereby certifies to the best of its knowledge and belief that its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania, the Federal Government, or other states.
- 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 for cause or default.

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

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

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

BY

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

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) \_\_\_\_\_ certifies, by submission of this proposal, that neither it nor its “principals” as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) \_\_\_\_\_

is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) \_\_\_\_\_

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official: \_\_\_\_\_

The undersigned chief legal counsel for the

(Name of Firm) \_\_\_\_\_ hereby certifies that the

(Name of Firm) \_\_\_\_\_ has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant’s Attorney: \_\_\_\_\_

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

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a level playing field to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- (2) DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a level playing field to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged and women business enterprises have a level playing field to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap, or disability in the award and performance of DOT-assisted contracts

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

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

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

## COMMONWEALTH NON-DISCRIMINATION CLAUSE

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, handicap, or disability. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color religious creed, ancestry, national origin, age, sex, handicap, or disability.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for

further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Wherever herein above the word Contractor is used it shall also include the word Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate

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

BY

SIGNATURE AND TITLE: \_\_\_\_\_

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