

Request for Proposals (RFP)
RFP NUMBER RFP 22APR16AS

For

AUDITING AND CONSULTING SERVICES

for the period of:

July 1, 2015-June 30, 2018

(With option for two additional years: July 1, 2018- June 30, 2020)



Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355

Bid Due Date: Friday, April 22, 2016 at 2:00pm
Bid Opening Date: Friday, April 22, 2016 at 2:00pm

Prepared by:
Joan Davidge, Chief Financial Officer
Phone: (570) 839-6282 x412
jdavidge@gomcta.com

Submit bids to: Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355
ATTN: Iris Rivera, Executive Office Analyst

Request for Proposal

Audit and Consulting Services RFP 22APR16AS

Notice is hereby given that the Monroe County Transit Authority (MCTA) is requesting proposals for Audit and Consulting Services for a period of three years with an additional two-year option. One original and five hard copies of the proposal must be submitted in a sealed envelope clearly marked 'RFP 22APR16AS' in accordance with requirements set forth in the RFP.

Copies of the Request for Proposals are available on the MCTA website at www.gomcta/business.php or by contacting Iris Rivera, Executive Office Analyst at (570) 243-3433. Estimated project start date is May, 2016 based on successful bid selection. Price quotations, while an important element, will not be the sole criteria for awarding the bid. No one will be subjected to discrimination on the basis of age, color, disability, marital status, national origin, race, religion, sex or sexual orientation in consideration for an award. DBE/SBE are encouraged to apply. MCTA reserves the right to accept or reject any and all proposals received.

Proposals are due no later than 2:00pm EDT on Friday, April 22, 2016 at the MCTA administrative office physically located at 134 MCTA Drive, Swiftwater, PA 18370. Proposals may be delivered at the physical address, or mailed to the address below:

Monroe County Transit Authority
Attn: Joan Davidge, Project Manager
PO Box 339
Scotrun, PA 18335

Tel: (570) 243 3412
Email: jdavidge@gomcta.com

Request for Proposal

Audit and Consulting Services
RFP 22APR16AS

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1. Introduction

1.1. MCTA seeks qualified candidates to respond to this Request for Proposal for Audit and Consulting Services. In accordance with recommendations from the U.S. Department of Transportation and the Pennsylvania Department of Transportation, the Monroe County Transportation Authority is seeking to obtain proposals from Certified Public Accountants to perform an audit on its state and federally funded transit programs. The initial period to be audited is July 1, 2015- June 30, 2016. The Authority also desires to contract for audit services for fiscal years ending June 30, 2017, June 30, 2018 for a total of three fiscal year periods, with a two year option of June 30, 2019 and June 30, 2020. The audit is to be conducted in accordance with generally accepted auditing standards; government auditing standards, issued by the Comptroller General of the United States; and the provisions of Office of Management and Budget (OMB) circular A-133, audits of states, local governments and non-profit organizations. During the contract period the successful individual or firm shall be required to periodically to review and monitor the Authority’s accounting system to assure that accurate and proper records are being maintained. The successful firm will be required to act as the Authority’s consultant on all matters relating to proper fiscal recordkeeping systems in effect or yet to be created. The ‘Contract for Audit Service’ section explains the scope of work required by the successful bidder. Selection emphasis will be placed on public transit audit experience, cost and the responsibility of the proposer.

2. MCTA Information

- 2.1. The Monroe County Transportation Authority (MCTA) was incorporated on October 5, 1979 as a municipal authority by the Monroe County Commissioners and regulated as such under the auspices of the Pennsylvania Municipal Authorities Act of 1945, as amended. The MCTA was formed by a group of concerned citizens to provide our community with a safe, dependable and economical transportation alternative. The MCTA has a nine (9) member Board of Directors which are appointed by the Monroe County Commissioners. MCTA is operated using federal, state and local funding.

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

3. Schedule of Activities

Activity	Date
RFP Issued	March 28, 2016
Pre-Proposal Conference (optional)	N/A
Questions and Request for Clarifications should be directed to jdavidge@gomcta.com or mailed, and received not later than:	April 8, 2016 at 4:00 p.m. EDT
MCTA Response to Clarifications/Questions (if any) will be posted on the MCTA website: http://gomcta.com/business.php#procure	April 15, 2016
Proposals Due	Friday, April 22, 2016 2:00 p.m. EDT
Interviews (if necessary):	Week of April 25, 2016
Contract Award	May 5, 2016
Notice to Proceed	May 6, 2016

4. Project Background

- 4.1. The MCTA desires to contract with a qualified CPA firm for the completion of audits (Financial Report/Supplemental Information for PennDOT, Single Audit Report, Special Audit Report (MATP), and Report to the Board of Directors) relating to programs administered by the Authority; all due no later than November 30th for each audit year. If an award is made, it will include three (3) fiscal years beginning July 1, 2015- June 30, 2016 and will consist of three (3) separate audits, one for each of the above referenced fiscal years. In addition, the contract will include preparing the form DCED-CLGS-04 (or current equivalent) for file with the State Department of Community and Economic Development by September 30th of each year.
- 4.2. The auditing firm selected must be available for some consultation by MCTA executive staff as needed, and at two time points during the year: the first prior to audit preparation to discuss the audit schedule, and the second to formally present the completed audit reports to the Board of Directors prior to November 30th for approval. The auditor may be required to meet or hold teleconferences with federal and/or state auditors. Consultation time should be included in the proposed fee.

5. Scope of Work

- 5.1 The Contractor shall audit the annual general-purpose financial statements and supplemental information for each of the years ending June 30, 2016, 2017, and 2018. The audit shall consist of the total Monroe County Transit Authority assets, liabilities, fund equities, revenues, and expenditures for all programs and projects administered by the Authority operating, capital, or any subcontractors providing operational support for Authority projects. In compliance with OMB Circular A-133 the audit shall comply with the Agency-wide audit requirement of that Circular as well as any other local, state, or federal audit requirements. Expenses, revenues, and funding shall also be plainly identifiable as to program funding sources. Cost Allocation methods used shall reference the PENNDOT Financial Reporting Manual (2/7/2012), the Uniform System of Accounts (USOA), and MCTA's current Cost Allocation Plan. It may also be necessary to provide individual reports to certain grantors of the Authority when such are requested.
- 5.2 The Contractor shall be required to compile, from information we provide, the Pennsylvania Department of Human Services Special Audit Report based upon MCTA's Medical Assistance Transportation Program (MATP) and, Form DCED-CLGS-04 (or current equivalent) for file with the State Department of Community and Economic Development by September 30th of each year.
- 5.3 The auditing firm selected must be available for some consultation by MCTA executive staff as needed, and at two time points during the year: the first prior to audit preparation to lay out the audit schedule, and the second to formally present the completed audit reports to the Board of Directors prior to November 30th for approval. The auditor may be required to meet or hold teleconferences with federal and/or state auditors. Consultation time should be included in the proposed fee.
- 5.4 The Audits shall cover the entire operations of the Authority. The Audits performed shall be sufficient in scope to enable the Contractor to express an opinion in the Audit Reports on the Financial Statements of the Authority on an accrual basis.
 - 5.4.1 OMB Circular A-133 specifies that the Contractor shall determine whether:

- 5.4.1.1 The financial statements of the Authority are presented fairly in all material respects in conformity with generally accepted accounting principles (GAAP). The Contractor shall also determine whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the Authority's financial statements taken as a whole.
- 5.4.1.2 The Authority has internal accounting and other control systems to support a low assessed level of control risk for major programs.
- 5.4.1.3 The Authority has complied with laws, regulations, and the provisions of contracts and grant agreements that may have a direct and material effect on each of its major programs.
- 5.4.1.4 Auditor shall convey opinions and report observations as described below:
 - 5.4.1.4.1 The audit report shall state that the audit was conducted in accordance with generally accepted auditing standards; *Government Auditing Standards*, issued by the Comptroller general of the United States; and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
 - 5.4.1.4.2 An opinion as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 - 5.4.1.4.3 A report on internal control related to the financial statements and major programs. This report shall describe the scope of testing of internal control and the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs.
 - 5.4.1.4.4 A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion as to whether the Authority complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and where applicable, refer to the separate schedule of findings and questioned costs.
 - 5.4.1.4.5 A schedule of findings and questioned costs.
 - 5.4.1.4.6 The parts of the audit report may be bound together unless regulatory agency request otherwise. The management report should be submitted with the audit report. Reports on fraud, abuse, or illegal acts or indication of such acts including all questioned costs found as the results of these acts should be covered by separate written report to the Federal department or agency.
 - 5.4.1.4.7 Contractor reports should be completed as required by federal, state and local guidelines. Copies of former Financial Reports are available upon request of the CFO.

- 5.5 The Audit must be conducted in accordance with the Audit guidelines and rules and regulations established by funding stakeholders, which may include, but not be limited to: federal, state and local governments.
- 5.6 If the Contractor determines that the Authority's and/or subcontractors' books and records are not in sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Authority. If the Authority or subcontractor cannot get the books and records ready for the audit within fifteen days, the Contractor shall notify the Authority before continuing the audit.
- 5.7 The Authority will provide workspace for the Contractor during preparation of Year-end financial statements. In addition, the CFO will be available to assist the Contractor in preparing financial statements and supporting schedules.
- 5.8 Auditor work-papers shall be made available to the executive staff of the Authority upon request.

6. Proposal Content and Submission

6.1 Proposal Content

The intent of this RFP is to encourage a response that clearly presents the Proposer's experience and capacity to fulfill the scope of services and requirements contained herein. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP. The Proposer must include the company name, address and contact information, period of time for which the offer will be honored (which should be at least ninety (90) days from the date of the proposal) and signature of a person authorized to commit the company to contract.

Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

6.2 Proposer Qualifications

Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major projects or activities both in general and projects similar to the subject of the Proposal, the relationship of this project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the Proposal. Disadvantaged Business Enterprises (DBE) and Disadvantaged Businesses (DB) are both encouraged to apply.

6.3 Company Qualifications

A brief description listing experience that your company has had with other transit or government agencies. Personnel assignments and resumes detailing actual experience of the employees who will be assigned to perform the work. Provide the last five customer references and include the business name, the contact name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed.

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

6.4 Project Plan and Approach

This section will provide a detailed explanation of the Proposer team's approach to conducting a

year-end audit.

Assuming the selected proposer will have an understanding of satisfactory internal controls of the agency, outline your work program including proposed tasks and how they will be successfully performed, identifying subcontractors, if any. This section should provide names, addresses, and telephone numbers of individuals who will be assigned to the project. Describe a detailed project timeline, including the number of hours required and completion dates for each task. List key dates for submission of deliverables, assuming a start date of May 1, 2016.

6.5 Price Proposal

Each Proposer must complete and submit a Price Proposal – Form A-1 (or acceptable substitution). Each Price Proposal shall include the total cost for providing all materials and performing all services, excepting sales tax, required for this contract, including but not limited to labor, materials, software, insurance, supplies, travel, overhead, and profit. A Proposer's failure to submit a Price Proposal will result in rejection of the proposal as non-responsive.

6.6 Proposal Submission

Proposers shall submit **ONE original and FIVE hard copies** of their proposal, Price Form A-1 (or its substitute) and Proposal Certification Forms B through E. The entire submission shall be submitted in a clearly identified, sealed envelope marked **RFP 22APR16AS**:

VIA United States Postal Service:
Monroe County Transit Authority
Attn: Joan Davidge, CFO
PO Box 339
Scotrun, PA 18355

VIA UPS/FEDEX:
Monroe County Transit Authority
Attn: Joan Davidge, CFO
134 MCTA Dr
Swiftwater, PA 18370

All proposals must be received at the MCTA **before 2:00 p.m. EDT on April 22, 2016.** Proposals received after this time or at any other location will not be accepted. Proposals will be prepared and presented at no cost to MCTA.

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

7 Evaluation and Selection Process

7.1 Evaluation Committee

MCTA will appoint a committee to evaluate the proposals.

7.2 Four Step Selection Process

7.2.1 Step One – Responsive

MCTA will first determine if the proposal meets the standards as responsive (did they answer all the questions and required forms, was the proposal on time and in the format requested). If the proposers meet this standard, it will be move to the next step.

7.2.2 Step Two – Best Value

Approved proposals will be reviewed in the lens of best value to the agency. Other considerations include:

Agency/Firm Experience: Prior government and transit authority, including single audit, experience.

Quality: Overall quality and thoroughness of the proposal in addressing the key requirements of the RFP.

Cost.

Staff Experience: Qualifications of the individual personnel to be assigned to the engagement.

Timeliness: Anticipated timeliness of the audit work and resulting reports, keeping in mind the final formal presentation of the Audit is due prior to November 30th of each year.

Consulting Availability: Availability of the firm for specialized consultation and support assistance on sensitive or highly specialized issues.

A numerical ranking will be consistently applied to each RFP based on the factors above. Those proposals which fall within the numerical range will be move on to Step Three.

7.2.3 Step Three – Responsibility

MCTA will then review the candidates in light of responsibility (is the proposer on the PA debarment list and/or federal exclusions list, have any lawsuits or judgements impairing its ability to complete this work taken place) as well as contacting past clients to determine their satisfaction with the work performed. Proposals which meet these requirements will move on to the final stage, Step Four.

7.2.4 Step Four – Interview

A numerical range ranking proposals will be developed and those which score within the range may be contacted to meet with the review committee. The Authority reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing contractors. MCTA will extend an offer to the proposer with whom the agency determines provides the best value.

7.3 Revised Proposals, Discussions, Negotiations and Best and Final Offer

MCTA reserves the right to accept or reject any or all Proposals received as a result of this solicitation, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, or to request best and final offers if it is in the best interest of MCTA to do so. If it becomes necessary to revise any part of this RFP, addenda will

be provided to all contractors who received the basic RFP. MCTA may conduct reference checks and may contact clients of proposers who have completed projects similar to the one requested through this RFP. MCTA, however, may award a contract without interviews, negotiations, or requests for best and final offers, so Proposers are encouraged to submit their best Proposal.

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

8. Contract Award

8.1 Certifications and Assurances

Attached as Section 9, Appendix A, are MCTA's Federal Clauses. Please review these Certifications and Assurances for the relevance to your project and understand that the Commonwealth of Pennsylvania and the United States federal government have special conditions that may impact how you conduct your project.

8.2 Price Form

Price form A is located in Section 10, Appendix B. You may supply your own price form as long as it adheres to the basic outline presented in this section.

8.3 Certification Forms

Certification Proposal Forms B, C, D, and E are located in Appendix C and must be completed and sent with the proposal package. Failure to complete Forms B, C, D, and E will cause the proposal to be labeled as unresponsive. Completion of Form B certifies the acknowledgement of receipt of these procedures.

8.4 Protest Procedures

Attached as Appendix D, is MCTA's Protest Procedures. A proposer who feels they are aggrieved in connection with the request for proposals (RFP) or award of the contract may file a protest with the RFP Issuing Officer. No protest may be filed if the request for proposals (RFP) is cancelled or if all proposals received in response to the RFP are rejected.

8.5 Contract and Notice to Proceed

All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Executive Director, or a designee.

All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Executive Director, or a designee.

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

9. Appendix A – Required Federal Clauses

MCTA is federally funded and therefore all vendors are subject to comply with the following contract clauses as they relate to all Procurements.

Required Federal Clauses for All Monroe County Transportation Authority Purchases:

No Federal Government Obligations to Third Parties

1. 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 the MCTA, ‘Contractor’, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. ‘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.

False Statements or Claims, Civil and Criminal Fraud

1. ‘Contractor’ acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, ‘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, ‘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 ‘Contractor’ to the extent the Federal Government deems appropriate.

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

3. ‘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.

Access to Third Party Contract Records

1. Where the Purchaser is not a state but a local government and is the FTA Recipient or a Sub-recipient of the FTA Recipient in accordance with 49 CFR 18.36(i), 'Contractor' agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of 'Contractor' that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 'Contractor' also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to 'Contractor' records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs at 49 USC 5307, 5309, or 5311.
2. 'Contractor' agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case 'Contractor' agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Changes to Federal Requirements

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

Civil Rights (Title VI, EEO, ADA)

1. Title VI – During the performance of this contract, 'Contractor', for itself, its assignees, and successors in interest, agrees as follows:
 - a) Compliance with Regulations: 'Contractor' shall comply with the Regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - b) Nondiscrimination: 'Contractor', with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ‘Contractor’ for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by ‘Contractor’ of its obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d) Information and Reports: ‘Contractor’ shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information ‘Contractor’ shall so certify to MCTA, and shall set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of ‘Contractor’ noncompliance with the nondiscrimination provisions of this contract, MCTA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

i. Withholding of payments to ‘Contractor’ under the contract until ‘Contractor’ complies, and/or

ii. Cancellation, termination, or suspension of the contract, in whole or in part.

f) Incorporation of Provisions: ‘Contractor’ shall include the provisions of paragraphs:

(a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

‘Contractor’ shall take such action with respect to any subcontractor procurement as MCTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ‘Contractor’ may request MCTA to enter into such litigation to protect the interest of MCTA, and, in addition, ‘Contractor’ may request the United States to enter into such litigation to protect the interests of the United States.

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and federal transit law at 49 USC 5332, ‘Contractor’ agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, ‘Contractor’ agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and federal transit laws at 49 USC 5332, ‘Contractor’ agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. ‘Contractor’ agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, ‘Contractor’ agrees to comply with any implementing requirements FTA may issue.

b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and federal transit law at 49 USC 5332, ‘Contractor’ agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, ‘Contractor’ agrees to comply with any implementing requirements FTA may issue.

c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, ‘Contractor’ agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR 1630, pertaining to employment of persons with disabilities. In addition, Graphic Masters Studio agrees to comply with any implementing requirements FTA may issue.

3. ‘Contractor’ also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises (DBEs)

1. This contract is subject to the requirements of 49 CFR 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 percent. The agency’s overall goal for DBE participation is one (1) percent. A separate contract goal has not been established for this procurement.

2. 'Contractor' shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 'Contractor' shall carry out applicable requirements of 49 CFR 26 in the award and administration of this DOT assisted contract. Failure by 'Contractor' to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MCTA deems appropriate. Each subcontract 'Contractor' signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. 'Contractor' is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than ten (10) days after 'Contractor' receipt of payment for that work from MCTA.
5. 'Contractor' must promptly notify MCTA, whenever a DBE subcontractor performing work related to this contract fails to perform or complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the amount of work remaining. 'Contractor' may not terminate any DBE subcontractor and perform that work through its own forces or those of a non-DBE without prior written consent of MCTA.

Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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.

'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.

Energy Conservation

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

ADA Access

MCTA agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504): 29 USC 794 prohibits discrimination on the basis of disability by recipients of federal financial assistance.
2. Americans with Disabilities Act of 1990, as amended: 42 USC 12101 et seq. prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
3. DOT Public Transportation Regulations implementing Section 504 and the ADA: These regulations include DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR 27, DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR 1192 and 49 CFR 38. Examples of requirements include, but are not limited to, the following:
 - a) Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;
 - b) Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;
 - c) Complementary Paratransit Service. Requirements that public entities providing fixed-route service, (including a private non-profit entity providing public transportation service on behalf of the State or designated recipient as a subrecipient providing fixed-route service), provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service;
 - d) Equal Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

10. Appendix B – Price Form

MCTA
P.O. Box 339
Scotrun, PA 18355

Project 1 – Audit and Consulting Services

This Form may be substituted by the proposer, provided it has, at a minimum the information below. The final price is the “not to exceed price” of the proposal.

List Staff Responsible	Number of Hours	Cost Per Hour	Total Cost by Hours
Year One: FY15/16			
Partner/Manager	10 (Example)	\$200.00	\$2,000.00
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year One:			
Year Two: FY16/17			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year Two:			
Year Three: FY17/18			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year Three:			
Two Year Options:			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Two Year Options Total:			
Grand Total			\$xxx

11. Appendix C – Proposal Certification Forms

FORM B

MCTA
P.O. Box 339
Scotrun, PA 18355

To Whom It May Concern:

In conformity with and acceptance of the specifications and the Contract Documents, including all the terms and conditions attached with this document, the undersigned submits this Proposal and guarantees the validity of same for a period of ninety (90) days after date hereof. It is understood that this Proposal Form and all attached clauses, specifications, and documents, constitutes a legal and binding contract when accepted and signed by the Authority, to proceed with the purchase of the goods and services intended by this proposal.

It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the proposal is made out without collusion with any person, firm, or corporation.

Bidder agrees that, if awarded the contract, bidder will furnish and deliver all services, and will execute the contract in accordance with the specifications to the complete satisfaction and acceptance of the Authority.

It is understood that the Authority reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of MCTA. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract, and that the judgment of MCTA shall be binding on these considerations.

The bidder agrees that bidder will not assign the bid or any of bidder’s rights or interests hereunder without the written consent of MCTA.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE CERTIFICATIONS AND ASSURANCES ATTACHMENTS TO THE RFP:

DATE FIRM NAME

BY SIGNATURE AND TITLE

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

Non-Collusion Affidavit

MCTA
P.O. Box 339
Scotrun, PA 18355

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on

(name)

his/her oath says he/she is _____ of _____
Title Name of Firm

and not a sham or collusive bid, or made in the interest of or on behalf of any collusive bid, or made in the interest of or on behalf of any person not herein named; and he/she further states that said bidder has not directly or indirectly induced or solicited any other bidder for this work to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any matter sought by collusion to secure self-advantage over any other bidder or bidders.

(SIGN HERE): _____

County _____ In and for the State of _____

Subscribed and Sworn to before me this ___ day of _____, _____

Notary Public

My Commission Expires: _____

Certification of Restrictions on Lobbying

MCTA
P.O. Box 339
Scotrun, PA 18355

The Undersigned Hereby Certifies on Behalf of _____ that:

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

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

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

This certification is a material representation of fact upon which reliance is 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.

Executed this _____ day of _____, 20____

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____

Regarding Debarment, Suspension and Other Responsibility Matters

MCTA
P.O. Box 339
Scotrun, PA 18355

The undersigned, an authorized official of the bidder stated below, certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2. Have not within a three-year period preceding this bid 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 statutes 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 these offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid).

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

Name of Bidder _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Date _____

12. Appendix D – 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.