



**REQUEST FOR PROPOSALS**

**RFP #24-03-001**

For

**FLEET MAINTENANCE AND INVENTORY MANAGEMENT  
SOFTWARE FOR PUBLIC TRANSIT FLEETS**

ISSUED BY:

Luzerne County Transportation Authority

March 7, 2024

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## Project Overview

Thank you for your interest in LCTA's RFP for, "Transit Fleet Maintenance Software." This software solution will be functioning within LCTA's brand new transit facility garages located at 300 South Pennsylvania Avenue Wilkes-Barre, Pennsylvania. LCTA is scheduled to move into our new facility by May 21<sup>st</sup>, 2024. The footprint of the new maintenance area is significantly larger than LCTA's present space. Because of this new facility arrangement, setup, implementation and training support are valuable components of the Project. See page 57 for the architectural site plan of the new facility.

A software solution would increase efficiencies in reporting, work order and PO generation; simplifying inventory tracking with barcoding and mobile capacity, and streamline workflow tasks across maintenance, procurement and accounting departments. Presently, LCTA has been unable to find a fleet maintenance and procurement software that can bridge into our accounting software, MAS 100.

We look forward to reviewing proposals.

Sincerely,

LCTA

### 1. NOTICE INVITING PROPOSALS

Luzerne County Transportation Authority (LCTA), is seeking proposals from qualified vendors on behalf for a five (5) year contract to provide fleet maintenance management software. This software will be utilized by the Authority for the purpose of managing all facets of fleet maintenance including, but not limited to: generating work orders, maintaining parts and leased inventory, generating maintenance reports and maintain current and historic vehicle inventory and maintenance records. The resulting contract(s) 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 fulfill the requirements of the agreement.

To receive a copy of the solicitation package, or for more information, contact Kristene Sciandra, Procurement Manager, at (570) 288-9356 x 226 or [ksciandra@lctabus.com](mailto:ksciandra@lctabus.com).

The contract resulting from the successful proposal is subject to financial assistance grants between LCTA, the FTA, and the PA Department of Transportation. The successful Proposer will be required to comply with all applicable clauses, laws and regulations.

Completed vendor proposal submissions are due no later than **1:00 p.m. on Monday, April 1, 2024**. 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. LCTA reserves the right to reject any or all proposals received.

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

LCTA is looking for a qualified vendor or vendors to provide the following:

- A fleet maintenance management software capable of fulfilling the requirements of the RFP.
- Professional services related to implementation, training, and support.
- Any materials and supplies necessary to implement and maintain the system.

This RFP provides interested parties sufficient information to prepare and submit proposals for LCTA'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(s) for the project.

LCTA 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, LCTA shall comply with all applicable regulations set forth in EXHIBIT D and shall extend the same to the successful applicant(s).

## **2. BACKGROUND AND PURPOSE**

LCTA is seeking a fleet maintenance management software that is capable of fulfilling the needs of the agency across a variety of functional components. Per the notice inviting proposals, this software will be utilized by the Authority for the purpose of managing all facets of fleet maintenance including, but not limited to: generating work orders, maintaining parts and leased inventory, generating maintenance reports and maintain current and historic vehicle inventory and maintenance records. The Authority maintains a combined fleet of 100 vehicles. LCTA's headquarters is in 315 Northampton Street, Kingston, PA 18704.

Inventory information, stock levels, and PO issuance would need to be provided.

The current solution utilized by the LCTA has reached its end of life and this is viewed as an opportunity for the Authority to fully examine the available options in the fleet maintenance management field. This is especially important with expansion of federal, state, and local programs such as the Transit Asset Management program and State of Good Repair initiatives. It is the objective of the agency to recognize the solution that will provide the best value for the agency and ensure ongoing operational capability to meet both internal standards as well as those federal, state, and local requirements.

### 3. PROPOSAL REQUIREMENTS

The proposal shall consist of the following parts, as identified in section sub-part A. Proposal Package Elements, and be submitted consistent with the section sub-part 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. Proposer's Qualification and Experience

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

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

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

- ◆ The proposal shall identify key project team, which should include the project manager as well as any individuals identified in the work plan.
- ◆ The proposal shall include resumes for key project team with the following information, at a minimum: years of experience, years employed by organization, primary responsibilities of position, education, and identify any professional certifications (as applicable).

###### (iii) Customers & References

- ◆ Customer listing must identify all customers on boarded within the last year.
- ◆ References must contain two project references within the last three years.
  - \* These project references must include a point of contact name and title, a phone number, an email address, and a brief description of project.
  - \* LCTA prefers that the vendors identify references with similar projects such as other transit authorities or authorities of similar size, as available.

##### 2. Maintenance Software Capabilities

###### (i) The proposal shall include a complete Scope of Work (SOW) as presented in Exhibit A of the RFP.

###### (ii) The responses provided in the SOW must denote capability to meet the specification in column "Response" via the following options:

- ◆ Comply (C): The proposed solution meets this specification exactly as written in the live or deployed version of the software.
- ◆ Partial Comply (PC): The proposed solution meets the specification in the live or deployed version of the software, but with deviation from the exact specification.
  - \* Use the comment section to explain.
- ◆ Does not Comply (DC): The proposed solution does not meet the specification as written in in the live or deployed version of the software.

**3. Approach to Implementing, Supporting and Training**

- (i) The proposal shall include the following elements, at a minimum:
  - ◆ Description of project process and anticipated timeline to achieve project implementation and any supplemental services such as training.
  - ◆ Description of the services to be performed and how the services will be managed over the life of the contract agreement.
  - ◆ Description of plans to monitor and control quality of service inclusive of the customer support process.

**4. 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 Pennsylvania Right to Know or Freedom of Information Act requests.

**5. Price Proposal**

- (i) The proposal shall include the price proposal form as provided in the RFP EXHIBIT C. The Overall Price Proposal Form section and the associated breakdown of annual maintenance will be utilized for the purpose of scoring and contract agreements. The supplemental LCTA only breakdown should be completed in the case each agency need a separate and unique implementation and may potentially be utilized for contract agreements. Should there be a field required that you do not have any pertinent information for, please identify via a "N/A" marking for Not Applicable. Proposers should base their price proposal on the assumption LCTA will pay monthly. Proposers are encouraged to supplement their price proposal with a narrative and to identify if different payment structures such as lump sum could result in discounted pricing.

**6. Executed Forms**

- (i) EXHIBIT E contains certain forms that 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 Kristene Sciandra, Procurement Manager, at [ksciandra@lctabus.com](mailto:ksciandra@lctabus.com) or shall be sent to the following address:

Attn: Kristene Sciandra  
Luzerne County Transportation Authority  
315 Northampton Street  
Kingston, PA 18704

The submittal package can be submitted digitally in Portable Document Format (PDF) or via physical copies. Physical submissions should include three (2) 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.

To be considered, responding vendor packages must be received by LCTA 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.

#### 4. EVALUATION CRITERIA

The manner in which the proposals received in response to this RFP will be evaluated is based on the following criteria and maximum points. LCTA’s evaluation committee may use more detailed or unstated criteria as long as those criteria generally correlate with, or logically might be included within, the scope of those stated in the following table. Beyond the maximum points identified by criteria, there is no other weighing or unidentified factoring of importance of the individual criteria.

Max Points	Criteria	Details
10	Proposer’s Qualifications and Experience	Based primarily on the proposal’s Proposer’s Qualification and Experience section submission. Evaluator may also reference information provided by references, interviews, or demonstrations, as applicable.
30	Assessment of Maintenance Software Capabilities	Based primarily on the proposal’s Scope of Work or Exhibit A response. Evaluator may also reference information provided by references, interviews, or demonstrations, as applicable.
30	Approach to Implementing, Supporting and Training	Based primarily on the proposal’s Approach to Implementing, Supporting, and Training section submission. Special attention will be paid to the proposer’s technical approach to supplying and implementing the Fleet Maintenance Management Software; understanding of LCTA operational environment and needs and ability to meet needs; compliance with RFP specifications; consideration of the proposed project schedule; project management and staffing plan; training program; and maintenance, support and upgrades provided.
30	Pricing	Based primarily on the best value as depicted in the Price Proposal form “Overall Price Proposal.” Evaluators are offered some latitude to adjust scoring based on, but not limited to, vendor’s price weighed by capability to meet scope of work requirements, comparison to other vendor proposals and capabilities, and with consideration for any supplies or materials as provided by the vendor.

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.



## 5. PROCUREMENT SCHEDULE AND MILESTONES

The table below lists the dates for key milestones in the procurement process. Some of the dates shown are tentative and subject to change. Any changes to this defined schedule will be released via addendum. Please note that “COB” identifies Close of Business, which is defined as 5:00PM EST for this proposal. The successful bidder should be prepared to begin work immediately upon Notice to Proceed.

<b>Task</b>	<b>Milestone Date</b>	<b>Time</b>
RFP Release	Friday, March 08, 2024	COB
Question and Clarifications Submitted	Wednesday, March 20, 2024	12:00 pm
LCTA response	Wednesday, March 27, 2024	COB
RFP Submission Due	Monday, April 08, 2024	12:00pm
Notice of Award	Friday, April 12, 2024	COB
LCTA Board Approval	Tuesday, April 23, 2024	
Notice to Proceed	Thursday April 25, 2024	COB

## 6. INQUIRIES

Bidders are encouraged to submit substantive questions, comments and concerns in writing with respect to this project. Written questions received by the inquiry deadline will be answered in writing and distributed to all contractors on the RFP distribution list. Questions should be sent via email to Kristene Sciandra, Procurement Manager, of LCTA ([ksciandra@lctabus.com](mailto:ksciandra@lctabus.com)).

If LCTA determines that changes to the RFP are necessary as a result of pre-proposal questions and clarifications, LCTA will issue a written addendum to all prospective contractors. 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 Kristene Sciandra via email if potentially interested. The contact information should provide the vendor or organization name, primary contact name, telephone number and email address. The email provided will be added to the RFP distribution list used to distribute responses to inquiries and any RFP addenda, which may be issued.

## 7. SELECTION PROCESS AND NEGOTIATION

LCTA, 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). If interviews or

demonstrations are required, LCTA will identify a format and work with those proposers to determine an appropriate date and time to conduct the interview. Once the proposer with the top ranking is established by the Committee, LCTA and the proposer may negotiate a firm fixed price contract for the SOW through a Best and Final Offer (BAFO) stage, if necessary. If a mutually satisfactory contract cannot be reached with the selected proposer, LCTA will enter into negotiations with the second-place proposer.

## **8. 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.

## **9. RESERVATION OF RIGHTS**

- LCTA reserves the right, at its sole discretion, to reject at any time, any or all proposals and to withdraw this RFP without notice.
- LCTA reserves the right to waive compliance with and/or change any of the items of this request that LCTA defined.
- LCTA reserves and may exercise the following rights and options with respect to this selection process:
  - to request some or all of the prospective proposer 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 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.

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

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

## **11.REMEDIES**

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

## **12.LIABILITY**

LCTA and FTA 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.

### **13.PROPOSAL WITHDRAWAL**

All proposals shall be valid for one hundred and twenty (90) days after proposal opening. Prior to the date and time the proposal 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:

Kristene Sciandra, Procurement Manager  
Luzerne County Transportation Authority  
315 Northampton Street  
York, PA 17404

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

### **14.CONTRACT TYPE AND TERM**

The contract will be for a term of five (5) years. 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 by LCTA's Board of Directors prior to proceeding. The beginning and conclusion of this term will be defined in the final contract agreement. Consistent with the RFP, provisions permit LCTA the capability to terminate this contract prior to the conclusion of the five (5) year period consistent with language and provisions included.

### **15.PROPRIETARY INFORMATION**

Any information contained in the proposal that the contractor considers proprietary must be clearly identified as such. LCTA 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 Right to Know laws.

### **16.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 LCTA requests, which would cause LCTA to be in violation of the FTA terms and conditions.

**EXHIBIT A: SCOPE OF WORK**

## Scope of Work

LCTA is seeking to understand the current capabilities of the vendor’s proposed solution. Upon review of the below specifications, it is the expectation of LCTA 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.

The responses provided in the SOW must denote capability to meet the specification in column “Response” via the following options:

- **Comply (C)**: The proposed solution meets this specification exactly as written in the live or deployed version of the software.
- **Partial Comply (PC)**: The proposed solution meets the specification in the live or deployed version of the software, but with deviation from the exact specification.
  - Use the comment section to explain.
- **Does not Comply (DC)**: The proposed solution does not meet the specification as written in in the live or deployed version of the software.

**The vendor is permitted to reformat this table for convenience, but the content included in the column with the header “Item #”, and “Specification” must remain identical to that provided on the RFP or as revised via addendum. Any inconsistency will result in the Authority revising the vendor response to Does Not Comply (DC) for that specification item.**

**Proposal Response Form**

Item #	Specification	Response	Comments
<b>1.0 – Equipment/Asset Management Module</b>			
1.01	Maintain all pertinent data on each piece of equipment including but not limited to the following fields: Equipment Number, unique number which identifies equipment Year Make Model VIN/Serial Number, unique number License, unique number for license plate Class Code Department Billing Code, billing code to define how costs captured for this piece of equipment are to be billed. Multiple user defined billing schemes must be supported. Company code Color Equipment priority code Operator Unlimited Account Codes for both Debit and Credit accounts		
1.02	Display in the equipment module all parts issued and the last date issued for each piece of equipment.		
1.03	Provide the ability to define availability of each individual asset by hours, days and holidays.		
1.04	Provide unlimited user-defined asset/equipment usage codes.		
1.05	Provide the ability to assign an employee/driver to an asset.		
1.06	Provide the ability to attach components expandable to multiple levels to an asset while maintaining a full asset record, warranties and PM schedules for each.		
1.07	Provide unlimited notes capability for an asset record.		
1.08	Have the ability to change an asset number and maintain all relevant data with the record.		
1.09	Track up to three different fuel types for one asset record.		
1.10	Provide the following fields for the capture of acquisition and disposal information for each asset record: Acquire Date ex. 02/21/2000 Acquire Cost Acquire Vendor PO Number Title In Service Date Life Expectancy Months Out of Service Date Disposal Date Disposal Proceeds Purchaser		

1.11	Track multiple meter types and provide the ability to capture the following meter readings. Actual Meter Reading Meter Reading at Acquisition Begin Fiscal Year Meter Life Expectancy by M/H		
1.12	Provide the ability to replace a meter and maintain both actual and life-to-date (LTD) meter reading.		
1.13	Support the ability to bill each asset by multiple cost categories in user-defined combinations of parts, labor, sublets, and mileage, billing period charges, fuel and replacement recovery.		
1.14	Support multiple mark ups for parts, labor fuel and sublets.		
1.15	Track unlimited warranties for each asset by expiration date, cost, vendor, and any deductible or cost for the warranty.		
1.16	Provide unlimited user-defined codes that can be assigned by asset or by groups of assets.		
1.17	Provide the ability to charge multiple accounts and/or departments by percentage of cost.		
1.18	Provide the ability to assign both credit and debit account numbers to an asset and ability to modify with permissions.		
1.19	Track changes in departmental ownership.		
1.20	Store billing period charges for historical review, reproduction and reports.		
1.21	Preventative Maintenance Tracking Track unlimited PM cycles for each piece of equipment in any combination by time, meters, fuel consumption, a set monthly date or a set annual date. Automatically update the next PM due when each job has been completed. Allow users to define the update process for calculation of next PM due using the actual transaction date and current meter or previous date and meter. Provide ability to establish a hierarchy for PM services and define the highest level for the grouping. Easily create a shop schedule for a list of PM's due. Allow the user to define what working days will be included on the schedule. Provide the ability to define the total number and type of PM services included on the schedule. Provide the ability to create a PM services repair record from the PM due listing. Provide auto email PM Due capability.		
1.22	Tracking of state inspections, annual fire inspections, annual renewals and any other site-specific inspections.		



1.23	<p>Vehicle Replacement</p> <p>Provide an online vehicle replacement program that displays vehicle replacement information calculated and captured from other locations in the system and provides reporting capability. Includes the following:</p> <p>In service Date: date that the equipment was put in service.</p> <p>Acquisition Cost: amount of money paid to acquire the equipment.</p> <p>Maintenance Costs to date \$ LTD: the maintenance dollars spent to date.</p> <p>Inflation Rate: estimated inflation rate for the equipment.</p> <p>Major Grouping: administrative level group funding code.</p> <p>Expected Life in Meters: shows the expected life from all valid meters attached to the equipment.</p> <p>Expected Life in Months: the expected time, in months, that the equipment should last before replacement is necessary.</p> <p>Recovery Collected: life-to-date amount of recovery collected through the billing process or separate update program.</p> <p>Condition Factor: subjective administrative level input toward equipment replacement program.</p>		
1.24	<p>Automatically add to the acquisition cost any capitalization maintenance.</p> <ul style="list-style-type: none"> <li>a) These costs should be tracked separately from maintenance and repair costs.</li> <li>b) Recalculates when capital repairs are added.</li> </ul>		
1.25	<p>Online display of historical information for each piece of equipment including:</p> <p>Monthly or yearly totals by fiscal year or calendar year for:</p> <ul style="list-style-type: none"> <li>o Fuel costs and quantity</li> <li>o Meter type and cost/meter</li> <li>o Parts</li> <li>o Labor</li> <li>o Sublet</li> <li>o Credit</li> <li>o Accident</li> <li>o All parts issued to the equipment.</li> </ul>		

1.26	<p>Display the following history fields by month or year:</p> <p>Total Maintenance and Repair: the total maintenance and repair dollars spent on this equipment.</p> <p>Maintenance: the dollars spent on parts, labor and sublet costs for PM's.</p> <p>Repair: dollars spent on parts, labor and sublet costs for all other repairs (non-PM's and non-accident repairs).</p> <p>Accident: dollars spent on parts, labor and sublet costs for accident repairs.</p> <p>Capital: dollars spent on parts, labor and sublet costs for capital repairs.</p> <p>Miscellaneous Costs: dollars spent for work order miscellaneous costs such as shop supplies, environmental fees, etc.</p> <p>Fuel Cost: costs associated with fuel.</p> <p>Fuel Qty: quantity of fuel used for the month or year.</p> <p>Meter: type of meter.</p> <p>Cost/Meter: costs attributed to this meter <math>[(Maintenance + Repair)/Meter Reading]</math>. Meter/Gallon: costs of meter per gallon <math>(Meter Reading/Fuel Qty.)</math></p> <p>Parts: total dollars spent on parts for this equipment for selected period (not PM or accident part costs).</p> <p>Labor: total dollars spent on labor for selected period.</p> <p>Sublet: total dollars spent on sublet costs for this piece of equipment for selected period.</p> <p>Credit: total number of credit dollars given on this piece of equipment.</p> <p>Accident: total dollars from accidents.</p> <p>Other Fluid: amount of other fluids used in this equipment for the selected period.</p>		
1.27	<p>Provide the ability to recuperate the costs of special tools and training needed for equipment through the use of an equipment specific labor rate that is automatically used when maintenance is performed.</p>		
1.28	<p>Link equipment warranties to repair codes for tracking warranty cost information.</p>		
1.29	<p>Track equipment warranties from the initial claims to re-imburements received.</p>		
1.30	<p>Provide direct access to unlimited stored images associated with the piece of equipment.</p>		
1.31	<p>Templates – Ability to add multiple equipment records from a template including standard fields, PM Schedules &amp; Warranty Schedules.</p>		
1.32	<p>Capability to add graphics, PDFs and notes to an equipment record</p>		
1.33	<p>Within the equipment module, the ability to run user defined queries on the fly. The query should be exportable at a minimum to Microsoft Excel and Adobe PDF</p>		

Item #	Specification	Response	Comments
<b>2.0 – Parts Inventory/Processing &amp; Management Module</b>			
2.01	Maintain all pertinent data on each part in inventory including: <ul style="list-style-type: none"> <li>Part Number [27 A/N] unique to one part</li> <li>Part Description [40 A/N]</li> <li>In Stock Quantity</li> <li>Item Cost</li> <li>Part Category or classification</li> <li>Part Type or distinct usage Part Status</li> <li>% Mark Up for the individual part</li> <li>Location</li> <li>Alternate Location</li> <li>Vendor</li> <li>Cross Reference Part(s)</li> <li>Stock Quantities for max, low and safe.</li> <li>Max Issue: maximum quantity that can be issued to a work order at one time.</li> <li>Part Class Code</li> <li>Order Lead Time</li> <li>Unit of Issue</li> <li>Unit of Order</li> <li>Multiplier: a number used to multiply by the unit of order to equal the unit of issue.</li> </ul>		
2.02	Provide full audit tracking capabilities including the following adjustments by operator ID, date/time to: <ul style="list-style-type: none"> <li>Unit cost</li> <li>Count</li> <li>Return to inventory</li> <li>Return to vendor</li> <li>Deleted orders</li> <li>Deleted receipts</li> <li>Transfers from one storeroom to another</li> </ul>		
2.03	Track purchases by: <ul style="list-style-type: none"> <li>Vendor</li> <li>PO Number</li> <li>Order Number</li> <li>Vendor</li> <li>Invoice</li> <li>Date</li> <li>Person placing the order</li> <li>Person receiver the order</li> <li>Work Order Number</li> </ul> The system must create Purchase Orders and track records and their status as follows: purchased - not delivered, delivered - not invoiced, back ordered and delivered and invoiced		
2.04	Capability to add graphics, PDFs and notes to a part record.		
2.05	Provide the capability to order, receive and issue a part on a work order from a single screen		

2.06	<p>Have the capability to conduct online searches for purchases by:</p> <ul style="list-style-type: none"> <li>Invoice Number</li> <li>Order Number</li> <li>Part Number &amp; Storeroom</li> <li>Part Number</li> <li>Purchase Order</li> <li>Vendor</li> <li>Work Order Number Part is For</li> <li>Work Order Shop the Part has been ordered for</li> <li>Technician Issued to</li> </ul>		
2.07	<p>Provide the ability to search for:</p> <ul style="list-style-type: none"> <li>All back orders</li> <li>Orders not received</li> <li>All orders received</li> </ul>		
2.08	<p>Track multiple part storerooms and carry a separate inventory in each storeroom for the same part numbers.</p>		
2.09	<p>Have online search capabilities for part records for the following:</p> <ul style="list-style-type: none"> <li>Alternative Part Number: An Equivalent/alternative part number.</li> <li>Industry Part Class Code: STD Classification Part Category: Code, which defines the manner in which parts are grouped.</li> <li>Part Catalog Number</li> <li>Description</li> <li>Location</li> <li>Manufacturer's Number: The number given to each part by the manufacturer.</li> <li>Material Safety Data Sheet #</li> <li>Part Number</li> <li>Part Usage Code</li> <li>Four (4) Site defined reference fields for parts</li> <li>Part Status: Status of the part, i.e., active, closed.</li> <li>Storeroom</li> <li>Vendor</li> <li>Part Warranty Type</li> </ul>		
2.10	<p>Provide an online screen display with the following information when searching for part numbers:</p> <ul style="list-style-type: none"> <li>Part Number</li> <li>Storeroom</li> <li>Description</li> <li>Location</li> <li>In-Stock Quantity</li> <li>Unit Cost</li> <li>Reorder, Safety and High Limits</li> </ul> <p>This should include the ability to go to the part record by selecting a part from the list.</p>		
2.11	<p>Have the ability to conduct a wild card search on partial field information: partial description, partial part number, partial manufacturer number, etc.</p>		
2.12	<p>Include the following information on the part record online, either by month or year:</p> <ul style="list-style-type: none"> <li>History of the part usage (issues, issues returned)</li> <li>Received, received returned</li> <li>Transferred in, transferred out</li> <li>Adjusted up, adjusted down</li> <li>End of period quantity</li> <li>Costs: unit, tax, shipping</li> <li>Extended cost by the month or by year.</li> </ul>		
2.13	<p>Differentiate between stocked and non-stocked part records and offer all part capabilities for both.</p>		

2.14	Track the issuance of all stocked and non-stocked parts to a specific piece of equipment.		
2.15	Have the ability to change a part number and have that change be reflected for all historical data.		
2.16	Have a part number function that merges part records into one number while still retaining historical data.		
2.17	Have the ability to create an order for all parts at the reorder point with the option to modify it to include or exclude any		
2.18	Provide an option to track warranty and receipt information for non-stocked parts' issues.		
2.19	Price parts issued to work orders at a moving average.		
2.20	Generate a surplus parts report tracking lack of activity for user-defined periods of time.		
2.21	Have the ability to print bin labels.		
2.22	Provide a works list to assist in inventory counts.		
2.23	Have the ability to list all receipts by vendor for all parts, a category of parts or specific part numbers.		
2.24	Have the ability to generate a parts reorder list by vendor, category, part number or storeroom.		
2.25	Provide for ABC classification of parts where classifications, "A" parts are the top 20% of inventory, "B" parts are the next 30%, and "C" parts are the bottom 50% of inventory.		
2.26	Have the capability to issue and charge parts to an individual or department without having to charge it to a work order. All associated costs must be tracked through the billing report.		
2.27	Allow for a user-defined reasonableness percentage check on cost per parts received.		
2.28	Provide an online screen notes function and print capability for all part records.		
2.29	Have the ability to identify a mark-up percentage by part number.		
2.30	Track all credits to vendors by PO#, invoice #, date, type and description.		
2.31	Automatically recalculate the total on the PO # when a credit is issued by vendor.		
2.32	Track multiple inventory storerooms and produce an audit trail for transfers among the storerooms.		
2.33	Provide an EOQ calculation for the current values of the minimum level (reorder point), safety stock and maximum level from the actual order and issue history. Analyze which parts should be included in the EOQ calculation as a result of the EOQ program. Automatically enter the values for minimum, maximum and safety into the parts master record.		
2.34	Support a cyclical inventory capability where every part is inventoried over a user-defined time period through a defined number of cycles.		
2.34	Have a parts list capability where lists are created, stored and printed for specific repairs on specific equipment number, year, make, model, class, etc.		
2.35	Provide direct access to unlimited stored images associated with each part, i.e., MSDS sheets.		
2.37	Provide parts cross referencing capability		

2.38	Support the use of barcoding. Ideally the manufacturers bar code, but at the very least print barcode labels including: Part Number Description Storeroom Bin Location Date Part Received		
2.39	Provide ability to use a mobile computer/tablet as a workstation so that mobile inventory module functions may be performed. In example, mobile inventory functions to include: <ul style="list-style-type: none"> <li>• issuing parts on work orders</li> <li>• parts receiving</li> <li>• conducting a physical inventory</li> </ul>		
2.40	NTD reporting capabilities Ability to produce National Transit Database (NTD) maintenance reports <ul style="list-style-type: none"> <li>• -R-20 major/other mechanical system failures,</li> <li>• -R-30 fluid use,</li> <li>• -A-30 revenue vehicle inventory</li> </ul>		

Item #	Specification	Response	Comments
<b>3.0 – Technician Workstation Module</b>			
3.01	Using a workstation on the shop floor, technicians can sign on/off to work orders as they begin and complete each		
3.02	Provide the ability to add notes to the work order.		
3.03	Provide the ability to search for specific work orders and work previously performed on a piece of equipment.		
3.04	Provide searches for specific repairs and/or timeframes on a piece of equipment by: Alternative Part Number: an equivalent part number Industry Part Class Code. Part Category: a code that defines the way parts are grouped Part Catalog Number Description Location Manufacturer’s Part Number Material Safety Data Sheet # Non Stock Parts Part Number Part Usage Code Part Status: active, closed, etc. Storeroom Part Type Vendor Part Warranty Type		
3.05	Provide the ability to search all assigned repairs by technician or by shop.		
3.06	Track indirect time without opening a work order.		
Item #	Specification	Response	Comments
<b>4.0 – Work Order Module</b>			

4.01	Provide a simple work order add from one screen.		
4.02	Provide default information upon adding a work order that displays the following equipment information: Year, make, model VIN/serial number Engine size AC Transmission size Tire size(s) Fuel types GVW Department Equipment class Site Monitor code License number Color Status Replacement status Replacement date Warranties in effect for the equipment plus any attached component(s) PM schedule for equipment plus any attached component(s) Most recently stored meter reading(s)		
4.03	Capture PM services, other repairs, sublets and miscellaneous costs/credits on a single work order.		
4.04	Capture multiple repair codes on a work order (such as the inclusion of a warranty repair on a PM work order) and provide for detailed analysis by repair code.		
4.05	Isolate all work of a specific type by a defined period and restrict the analysis to any department and/or class of equipment.		
4.06	Allow determination of cause, repair, work order and vehicle for any defined period on all parts issued.		
4.07	Record all commercial or sublet repairs to enable analysis by cause and repair code.		
4.08	Link a repair to an operator/driver/employee so driver abuse and accidents are identified and/or billed back.		
4.09	Display all active warranties and PM due messages for the equipment and associated components when the work order is opened.		
4.10	Provide job estimates that can be converted into active work orders.		
4.11	Print lists of parts and tasks required for any specific repair code.		
4.12	Provide the capability to view all work orders online in real time by status.		
4.13	Provide a real-time single screen review of the direct/indirect labor activities for all logged on technicians.		
4.14	Review online all work order detail information for quality control when a work order is closed.		
4.15	Search for a work order by each (or a combination) of the following: Equipment number Class of vehicle Work order number Technician identification Date Equipment Usage type Repair code Shop Status of the work order		

4.16	Provide the ability for wild card (partial information) searches.		
4.17	Provide the ability to add notes and print them separately or with the work order.		
4.18	Provide the ability to add additionally required repairs to complete the work order.		
4.19	Alert the user when a repair is covered under a warranty.		
4.20	Provide the ability to defer repairs and automatically include them on the next opened work order for that piece of equipment.		
4.21	Provide the ability to assign deferred repairs to a specific technician and/or shop.		
4.22	Automatically display a technician specific screen listing any deferred repairs upon opening any work order.		
4.23	Alert technicians upon sign on that assigned repairs are pending.		
4.24	Require a specific authorization for closing a work order.		
4.25	Require specific authorization for reopening a closed work order.		
4.26	Provide an online summary review screen of all costs associated with each work order.		
4.27	Allow addition of user-defined costs to the work order including description and mark ups.		
4.28	Allow credits to the work order.		
4.29	Directly produce from the work order screen existing parts and tasks lists associated with any repair. These lists may be printed or reviewed online.		
4.30	Ability to create estimates for repairs on a separate tab from the work order.		
4.31	Accept input from automated Drive Inspection Report systems (Zonar, Fleetio, etc) to create repair orders.		
Item #	Specification	Response	Comments
<b>5.0 – Preventative Maintenance</b>			
5.01	Generate a PM/annual/semiannual inspection due list by department, class, shop or date.		
5.02	Support PM frequency by time, miles/hours, fuel consumed or any combination thereof.		
5.03	Automatically update when the next PM is due upon completion of the current PM.		
5.04	Provide for PM scheduling that supports differences in age, usage and manufacturer.		
5.05	Allow for unlimited PM's and frequency of service for each piece of equipment.		
5.06	Track unlimited PM's for all components.		
5.07	Provide an option for hierarchical scheduling of PM's.		
5.08	Adjust for early/late hierarchically scheduled PM services.		
5.09	Include all associated components in a PM due report.		
5.10	Provide the ability for flexible PM scheduling based on shift and shop capacity.		
5.11	Provide the ability to manage or modify scheduled PM's.		
5.12	Provide an automatic PM Email Notification Program.		



Item #	Specification	Response	Comments
<b>6.0 – Availability and Downtime Tracking</b>			
6.01	Allow creation of a user-defined downtime calendar for each piece of equipment. Options should include hours of service and available workdays including or excluding weekends and holidays.		
6.02	Store user-defined downtime.		
6.03	Track number of hours a work order is opened to calculate downtime for the piece of equipment.		
6.04	Allow the administrator to define downtime statuses.		
6.05	Provide ability to stop and re-start downtime.		
6.06	Provide downtime analysis of work by total and averages of: Equipment Class of equipment Work order number Department/division		
6.07	Report user downtime by cause.		
6.08	Provide an online review of downtime by status.		
6.09	Provide the ability to track downtime on multiple work orders opened on the same piece of equipment.		
6.10	Availability to set operational hours for employees to aid in scheduling.		
6.11	Establish criteria for holidays, vacations, etc., for staff to aid in scheduling work.		
Item #	Specification	Response	Comments
<b>7.0 – Fuel Management Module</b>			
7.01	Have the capability to track all fueling purchased in-house or commercially.		
7.02	Provide the ability to track fuel by an individual or piece of equipment.		
7.03	Have the ability to view online fuel and operational fluids costs transactions and the accompanying meter reading.		
7.04	Provide search capabilities for fuel transactions by: Site User selected date range Equipment number		
7.05	Interface with multiple onsite automated fuel systems or commercial card programs.		
7.06	Provide the ability to manually enter fuel transactions.		
7.07	Maintain a perpetual inventory of fuel and other operational fluids.		
7.08	Track inventory receipts, issuances, stick readings and allow for moving average fuel charges.		
7.09	Track multiple alternate fuels.		
7.10	Ability to verify fuel transactions and correct errors during the import process. Should have the ability to see all fueling transactions and flag/adjust the meter readings in error.		
Item #	Specification	Response	Comments
<b>8.0 – Reporting – Reports to be included (but not limited to):</b>			

8.01	Support a standard ad hoc report writer. Please provide the name of the recommended report writer.		
8.02	Provide standard reports that provide multiple sort and selection criteria along with drill down capabilities. Please provide a list of all standard reports. Ability to schedule automatic report generation.		
8.03	<b>Preventive Maintenance Due</b> Comprehensive list of all PM's due within a specified date range and variable percentage of meter or fuel consumption.		
8.04	<b>Equipment History Cost &amp; Quantity</b> Detailed history of equipment costs by month and year, including all costs broken out by: <ul style="list-style-type: none"> <li>Accident</li> <li>Maintenance and repair</li> <li>Fuel and other fluid quantities</li> <li>Miles per gallon and cost per mile calculations</li> </ul>		
8.05	<b>Equipment/Asset</b> <ul style="list-style-type: none"> <li>Usage miles driven within a timeframe by equipment, class and/or department.</li> <li>Scheduled maintenance due</li> <li>Asset list with cost information</li> <li>Asset replacement</li> <li>Asset master list</li> <li>Straight line depreciation</li> <li>Asset inventory snapshot</li> <li>History report</li> </ul>		
8.06	<b>Master Equipment List</b> Includes: <ul style="list-style-type: none"> <li>year, make, model</li> <li>department</li> <li>class</li> <li>acquired date with ability to sort by license number</li> <li>Serial number or employee code</li> </ul>		
8.07	<b>Equipment List with Meter Information</b> Current and life-to-date meter information with ability to sort by class, year, department, shop or site.		
8.08	<b>Fuel</b> <ul style="list-style-type: none"> <li>Meter Exception – Identifies vehicles/operators with potential invalid meter information.</li> <li>Fuel transaction report</li> <li>Non-fueled assets</li> <li>Fuel usage detail</li> </ul>		
8.09	<b>Vehicle Replacement</b> Identifies equipment to be replaced based on: <ul style="list-style-type: none"> <li>In-service date and life expectancy</li> <li>Non-metered equipment</li> <li>System calculated vehicle replacement program</li> </ul>		
8.10	<b>Average Equipment Age by Class</b> Average age of all vehicles in each equipment class.		
8.11	<b>Equipment Audit</b> Audit trail of changes to company, department, equipment key and deletions in the system's equipment records.		
8.12	<b>PM Compliance</b> Completed PM's flagging those done on time and showing the compliance percentage.		
8.13	<b>Mileage Exception</b> Vehicles outside the minimum and maximum meter reading limits to identify high or low usage.		

8.14	<b>Average Age for Disposed Equipment</b> Average age of disposed vehicles by company, department or class.		
8.15	<b>Downtime Tracker</b> Tracking the amount of time in days and hours that a piece of equipment was out of service and unavailable to the user during their operational timeframe.		
8.16	<b>Technician Efficiency</b> Tracking technician's individual efficiency rating against standard repair times.		
8.17	<b>Technician productivity</b> Tracking indirect vs. direct time per technicians based on available hours.		
8.18	<b>Excel</b> Ability to run customizable reports from the table files using Excel.		
8.19	<b>Operations</b> Comeback – track individual comebacks and shop percentages. Work order details by date report and work order Work order sublet by vendor Work order dollar summary Possible comeback report Pm labor percentage Repair reason frequency Fleet availability report		
8.20	<b>Deferred Maintenance</b> Ability to track and report of deferred maintenance and backlog work requests.		
8.21	<b>Parts</b> Parts inventory Parts issue report Vendor purchase order list Parts received Orders not received Parts reorder report Part transfer report Vendor returns report Inventory count sheet Direct charge transactions Parts surplus report Parts obsolescence report Inventory movement report Part transaction detail report Inventory discrepancy report Part inventory turns report Value of perpetual inventory report		
8.22	<b>Vehicle Utilization</b> Vehicle utilization report based on user defined parameters		
8.23	<b>Dashboard – KPI's</b> A fully customizable dashboard shall be provided to display at minimum the following: Asset availability, Technician productivity, Shop turn-around, Pm compliance, Cost per meter, Comeback repairs, Utilization, Open wo by status, Schedule/non-scheduled repairs comparison, Vendor compliance, Inventory turn, Average age of asset		

Item #	Specification	Response	Comments
<b>9.0 – Technology : General specifications (but not limited to):</b>			

9.01	<b>Core Technical Requirements</b>		
9.02	Compatible with Windows 11		
9.03	Compatible with VMWare		
9.04	Client must be compatible with Windows 11.		
9.05	Must communicate over WAN utilizing EPL or VPN		
9.06	Authentication must use Microsoft LDAP		
9.07	Support incremental and full backups and restore of database, configuration, customization, and user preferences.		
9.08	<b>System Architecture / Database</b>		
9.09	All historical data must be imported into new platform		
9.10	Microsoft SQL preferred.		
9.11	OBDC connection / for future dashboard project		
9.12	Support one or more standard reporting engines such as Crystal Reports or SQL Server Reporting Services		
9.13	Provide an entity relationship diagram Provide a data element dictionary		
9.14	Provide appropriate documentation for customer accessible APIs		
9.15	Full integration with finance and fuel systems (Sage ERP MAS 90 and Sage 100)		
9.16	Fuel module must be able to accept import by TXT file		
9.17	<b>Technical Requirements</b>		
9.18	Software must be cross browser compliant		
9.19	Agnostic barcode scanners and readers		
9.20	(Tablets) Ability to operate software from within the field. IOS and Android OS preferred		

**EXHIBIT B: LCTA BID/PROPOSAL PROTEST PROCEDURE**

## **LCTA BID/PROPOSAL PROTEST PROCEDURE**

### **1.0 PURPOSE**

1.1 The policies and procedures governing the receipt and resolution of protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP) are outlined below. This procedure is applicable to all IFBs or RFPs

### **2.0 DEFINITIONS**

2.1 "Interested Party" means any bidders/proposers.

2.2 "days" means business days.

2.3 "Filed" means the date of receipt by The Office of the Executive Director or his/her designee.

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

2.5 "Presumptive Contractor" means the bidder/proposer that is in line for award of the contract in the event that the protest is denied.

2.6 "Protestant" is an Interested Party who is aggrieved in connection with the solicitation or award of a contract and who files a protest.

### **3.0 TYPES OF PROTESTS/ TIME LIMITS**

3.1 Pre-Bid/Proposal Protest is based upon alleged restrictive specifications or alleged improprieties in LCTA's procurement process. A Protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:30pm EST.

3.2 Pre-Award Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. York, Pennsylvania prevailing time.

3.3 Post-Award Protest is based upon the award of a contract. A Protestant must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of LCTA's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of LCTA's intent to award a contract, whichever comes first, by 4:30pm EST.

### **4.0 CONTENTS OF PROTEST**

4.1 Protests must be in writing, and filed directly with the Office of the Executive Director at:

Executive Director  
Luzerne County Transportation Authority  
315 Northampton Street  
Kingston, PA 18704

and must contain the following information:

- a. The name, address and telephone number of the Protestant; and
- b. Identity of the IFB or RFP (by number and description); and
- c. A detailed factual statement of the grounds for protest; and
- d. The desired relief, action or ruling.

**5.0 ACTION BY LCTA**

**5.1 PROCUREMENT PROCESS STATUS**

Upon timely receipt of a protest, LCTA will delay the opening of bids until after resolution of the protest for protests filed prior to the bid opening, or withhold award until after resolution of the protest for protests filed after bid opening. However, LCTA may open bids or award a contract whenever LCTA, at its sole discretion, determines that:

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

If the protest is filed before the award of the contract, LCTA will advise the Presumptive Contractor of the pending protest.

If deemed appropriate, LCTA may conduct an informal conference on the merits of the protest with all Interested Parties invited to attend.

**5.2 RESPONSE TO THE PROTEST**

LCTA's Executive Director will respond in detail to each substantive issue raised in the protest within (5) days after the protest is filed. LCTA's response shall address only the issues raised originally by the Protestant. When, on its face a protest does not state a valid basis for protest or is untimely, the Executive Director may summarily dismiss the protest without requiring a detailed response.

**5.3 REBUTTAL TO LCTA RESPONSE**

The Protestant may submit a written rebuttal to LCTA's response, addressed to the Executive Director, but must do so within five (5) days after receipt of the original LCTA response. LCTA will not address new issues raised in the rebuttal. After receipt of the Protestant's rebuttal, the Executive Director will review the protest and notify the Protestant of his/her final decision.

**5.4 REQUEST FOR ADDITIONAL INFORMATION Request**

Failure of the Protestant to comply with a request for information as specified by LCTA may result in determination of the protest without consideration of the additional information if subsequently produced. If any Interested Party requests information from another Interested Party, the request shall be made to LCTA's Executive Director, and, if LCTA so directs, shall be complied with by the other party within five (5) days.

**5.5 REQUEST FOR RECONSIDERATION**

If data becomes available that was not previously known, or there has been an error of law, a Protestant may submit a request for reconsideration of the protest. LCTA's Executive Director will again review the protest considering all currently available information. The Executive Directors determination will be made within a reasonable period of time, and his/her decision will be considered final.

**5.6 DECISION**

Upon review and consideration of all relevant information the determination as issued by LCTA will be final.

**6.0 CONFIDENTIALITY OF PROTEST**

Material submitted by a Protestant will not be withheld from any Interested Party, except to the extent that the withholding of information is permitted or required by law or regulation. If the Protestant considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

**7.0 FEDERAL TRANSIT ADMINISTRATION (FTA) INVOLVEMENT**

Where procurements are funded by the FTA, LCTA will notify the Regional Office of any known or pending protests. LCTA will notify FTA again within five (5) business days from receipt of LCTA's final decision.



**EXHIBIT C: PRICE PROPOSAL FORM**

## Price Proposal

The vendor shall complete the below form fields for the base pricing of the proposal submitted. The TOTAL PRICE should identify the total cost of the five (5) year contract agreement. Vendors are encouraged to review Section 4.A.5. Proposal Requirements for more information and are encouraged to supplement this submittal with any narrative clarifications may be necessary.

### PRICE PROPOSAL

Item	Description	Quantity	Units	Unit Price	Total Item Price (Quantity * Unit Price)
1	Software or Licensing		EA	\$	\$
2	Setup and Implementation		EA	\$	\$
3	Data Conversion		EA	\$	\$
4	Hardware		EA	\$	\$
5	Maintenance and Support		EA	\$	\$
<b>TOTAL PRICE</b>					\$

### Detailed #5 Maintenance and Support:

Item	Description	Quantity	Units	Unit Price	Total Item Price (Quantity * Unit Price)
5.1	Year 1				\$ -
5.2	Year 2				\$ -
5.3	Year 3				\$ -
5.4	Year 4				\$ -
5.5	Year 5				\$ -

**EXHIBIT D: TERMS AND CONDITIONS**

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

LCTA 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 LCTA, 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 LCTA 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 LCTA, 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 LCTA, 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 LCTA requests which would cause LCTA 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 LCTA's convenience or Contractor's breach or insolvency. Notice of termination shall be accomplished by registered, certified or express mail.

- A. **Termination for Convenience.** LCTA 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 LCTA to be paid. If the Contractor has any property in its possession belonging to LCTA, the Contractor will account for the same, and dispose of it in the manner LCTA 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, LCTA may terminate this contract for default. Termination shall be effected by serving a notice

of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by LCTA 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, LCTA, 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.** LCTA 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 LCTA'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 LCTA setting forth the nature of said breach or default, LCTA 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 LCTA 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 LCTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by LCTA shall not limit LCTA'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.D. 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 LCTA 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 LCTA, the federal government may pursue available remedies, including suspension and/or debarment. The Bidder or Proposer shall provide immediate written notice to LCTA 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 LCTA 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 LCTA. 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 LCTA, 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 LCTA 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 LCTA 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 LCTA.** LCTA 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 LCTA and LCTA 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 LCTA and LCTA 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.*

### **CARGO PREFERENCE REQUIREMENTS**

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

### **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%. LCTA's overall goal for DBE participation is 2.11%. 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 LCTA 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 LCTA, 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 LCTA.

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

Prompt Payment: The LCTA 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 LCTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the LCTA. 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 LCTA. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: The LCTA 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 LCTA 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 LCTA 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. LCTA 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 LCTA has made payment, without good cause. The remedies LCTA 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 LCTA 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.

#### **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 Contactor 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.

## **ASSIGNABILITY CLAUSE**

A public agency shall have the option of participating in any award made for the purchase of goods and services as a result of this solicitation at the same prices, terms and conditions. LCTA reserves the right to assign all or any portion of the goods and services awarded under this contract. This assignment, should it occur, shall be agreed to by LCTA, the Contractor, and the additional party. Once assigned, the public agency will enter into its own contract and be solely responsible to the Contractor for obligations related to the goods and services assigned. LCTA's right of assignment will remain in force over the contract term as defined or until completion of the contract, whichever occurs first. LCTA shall incur no financial responsibility in connection with the contract issued by the public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.

## **COMPLIANCE WITH CDC MASK ORDER**

(a) The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), is within the meaning of "Federal Requirement" as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.

(b) Enforcement for non-compliance. The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:

- (1) Enforcement actions authorized by 49 U.S.C. § 5329(g);
- (2) Referring the Recipient to the CDC or other Federal authority for enforcement action;
- (3) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
- (4) Any other enforcement action authorized by Federal law or regulation.

**EXHIBIT E: REQUIRED FORMS AND CERTIFICATIONS**



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Pennsylvania One-Call / One-Click Transportation Information Services

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:

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

## 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.

\_\_\_\_\_  
NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED PERSON

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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

## 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: \_\_\_\_\_

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

## 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: \_\_\_\_\_

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

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

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

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

## 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: \_\_\_\_\_

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

## 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)



