



County of Lackawanna Transit System

Invitation for Bid

**TRANSIT SPECIFIC INTEGRATED
SOFTWARE SYSTEM**

July 11, 2017

NOTICE TO BIDDERS

The County of Lackawanna Transit System (COLTS), the public transportation provider in Scranton and Lackawanna County, in accordance with directives from the U. S. Department of Transportation and the Pennsylvania Department of Transportation, is seeking bid quotations for the purchase of a transit specific integrated software system.

All bids and related documents will be subject to the financial assistance contract between the Pennsylvania Department of Transportation (PennDOT) and COLTS. COLTS will not discriminate against any bidder because of race, color, religion, sex, or national origin. Any firm or person who enters into a contract with COLTS must agree to comply with any and all FTA and Commonwealth of PA laws regarding the prohibition of discrimination. All bidders, by submitting a bid, shall accept the affirmative duty to ascertain and comply with such laws.

Copies of the IFB package can be requested by e-mail at dhein@coltsbus.com or obtained from our website, www.coltsbus.com. All questions regarding the IFB are to be directed to Douglas A. Hein, Director of Grants & Finance.

Two (2) copies of the bid must be submitted in the format outlined and marked “Transit Specific Integrated Software System”. Completed bid packages are due at the offices of COLTS no later than noon (12:00 P.M. EST) on Friday August 4, 2017. Bids should be addressed to:

Douglas A. Hein
County of Lackawanna Transit System
800 North South Road
Scranton, PA 18504

Bids received later than noon (12:00 P.M. EST) on August 4, 2017 shall be rejected. The County of Lackawanna Transit System reserves the right to reject any and all bids.

COLTS
Douglas A. Hein
Director of Grants & Finance

1.1 Submission Instructions

1.1.1 Quantity

The bidder shall submit two (2) copies of its bid.

1.1.2 Due Date

In order to be considered, bids must be received at the offices of COLTS by noon (12:00 P.M. EST) on Friday, August 4, 2017. Failure of the U.S. Postal Service or other delivery service to deliver bid packages on time shall result in the bid not being opened or considered. Bids should be clearly marked "Transit Specific Integrated Software System" and delivered to:

Douglas A. Hein
County of Lackawanna Transit System
800 North South Road
Scranton, PA 18504

As of the time of preparing this solicitation document, COLTS expects to purchase the full software system including all available modules. COLTS reserves the right to cancel the purchase or order fewer modules than indicated in this Invitation for Bid, depending on funding decisions or limitations.

1.1.3 Proprietary Information

Any information contained in the bid that the bidder considers proprietary must be clearly identified as such. COLTS will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act, Pennsylvania's Right to Know Laws and the Pennsylvania Sunshine Laws.

1.1.4 Intent of Invitation for Bid (IFB)

This IFB is intended to provide a general description, together with certain specific detailed requirements, of the transit specific integrated software system.

1.1.5 Bid Form with Attachments and Award Standards

Appearing as Appendix A is the Bid Form with attachments. Bidders are required to complete and return the Bid Form, provide information and materials identified in the Bid Form, and execute and return certificates and affidavits found in Appendix B. These should be submitted originals. Appendix C, if necessary, contains a Request for Approval or Exceptions, to be used when requesting the use of substitute items of equal or greater quality. The bid award will be made to the lowest, qualified, responsible and responsive offeror and will be expressly conditioned upon the apparent successful bidder's satisfactory compliance with Section 1.1.6 of this Invitation for Bid.

1.1.6 Qualifications

In order to qualify, the offeror must be the manufacturer or authorized dealer for such a manufacturer of the software system they propose to furnish. The manufacturer or authorized dealer for the software system will be considered only if such manufacturer or authorized dealer is a person, firm, or corporation which:

- (a) Has the ability to comply with the required or proposed delivery requirements, taking into consideration all existing business commitments.
- (b) Has an operation or is an authorized dealer for a manufacturing facility adequate for, and devoted to, the manufacture and sales of software systems, with a sufficient capacity to assure delivery of all software systems in compliance with the offeror's bid.
- (c) Has adequate engineering and test facilities and necessary equipment to make all required tests or access to same.
- (d) Has adequate financial resources, or ability to obtain such resources as required during the performance of this contract.
- (e) Is qualified and eligible to receive an award under all applicable laws and regulations.
- (f) Has a satisfactory record of past performance.

The financial condition, skill, experience, ability, and facilities of any or all bidders to perform any contract resulting from bids received in response to this Invitation for Bid will be taken into consideration in order to determine whether or not the offeror is responsible, qualified and properly equipped to undertake and carry out the terms of such contract.

1.2 Questions Concerning the Project

1.2.1 Verbal and Written Questions

Prospective bidders are encouraged to submit substantive questions, comments, and concerns in writing. Written questions received no later than 3:00 P.M. EST on July 21, 2017 will be answered in writing and distributed via addendum to those listed on the IFB distribution list. Questions should be addressed to Douglas A. Hein of COLTS at 800 North South Road, Scranton, PA 18504. E-mailed questions to dhein@coltsbus.com will be considered as written; however, no telephone solicitations will be honored.

1.3 Bid Format

1.3.1 General Specifications

COLTS desires to contract with a qualified bidder for the purchase of a transit specific integrated software system. COLTS reserves the right to reject any and all bids received as a result of this request, or to negotiate separately with competing bidders.

1.3.2 Submission of Supplemental Material

Bidders will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the bid, not contained in the bid itself. Only one copy of any supplemental material should be submitted.

1.3.3 Minimum Requirements – Technical Bid

At a minimum, each technical bid should contain the following elements organized in the following fashion and in the order listed.

- Cover: IFB Project title and bidder's name
- Letter of Transmittal: This letter must include the name, address, and phone number of the bidder's contact person and that of the firm. The period of time for which the offer will be honored, which should be at least 60 days from the date of the bid. One original must be signed by an authorized officer of the bidder.
- Official bid form – Appendix A - The County of Lackawanna Transit System will not be responsible for expenses incurred in preparing and submitting the bid. Such costs should not be included in the bid.

The information requested is required to support the reasonableness of the proposed cost and is for the review of the County of Lackawanna Transit System only. It will not be shared with other bidders or released to the general public except in the form of total contract value (unless required by law or order of court). The price must be binding for the life of the contract if a Notice to Proceed is issued within sixty (60) days of submission. The Grand Total must be binding for this period and may become the "Not to Exceed" Amount issued with the Notice to Proceed.

- Required Certification and Affidavits – Appendix B - The bidder must indicate its compliance with certain Federal and state executive orders, laws, statues, and regulations to be considered for award.

1.4 Disadvantaged Business Enterprise

If not addressed under subcontractors, please identify any participation in the project by a disadvantaged business enterprise. A listing of all certified DBE firms in the Commonwealth of Pennsylvania can be viewed at www.paucp.com.

The County of Lackawanna Transit System (COLTS) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. COLTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, COLTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of COLTS to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Executive Director has been delegated as the DBE Liaison Officer. In that capacity, the Executive Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by COLTS in its financial assistance agreements with the Department of Transportation.

COLTS has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. COLTS' policy statement will appear in local and transit-oriented publications once a year and will be included in all Requests for Proposals and Invitations for Bids.

1.5 Contract

1.5.1 Award of Contract

COLTS anticipates award of a contract at its regularly scheduled Board meeting on Tuesday, August 15, 2017. A Notice to Proceed is anticipated within one (1) month, following receipt of necessary documentation, such as insurance certificates, from the selected vendor.

1.5.2 Contract Type

COLTS will enter into a firm, fixed fee contract with the selected vendor.

1.5.3 Time for Completion

COLTS intends to negotiate with the lowest priced, responsible, qualified bidder to establish a project schedule. The desired time frame for completion of this contract is six (6) months although COLTS will seek a schedule that is mutually satisfactory to all parties.

1.6 Bid Summary

1.6.1 Procurement Schedule (Tentative)

Advertisement of Request for Bid	July 11, 2017
Release Date for IFB	July 11, 2017
Deadline for written questions	July 21, 2017
Bids due	August 4, 2017
Contract Award / Notice to Proceed	August 15, 2017

2.1. General Contract Provisions

2.1.1 Responsibilities of the Contractor

- (a) The contractor will be responsible for the design and installation of the software system. It is understood that the approval of COLTS does not in any way relieve the contractor of responsibility for the adequacy of the design.
- (b) The software system and any associated equipment must be of the best engineered design for the service intended and will include an adequate margin of safety and security in the design.
- (c) In the design of the software system, the contractor will be guided by the desire to obtain maximum reliability for maximum operational life under the conditions that the software system is subjected to.
- (d) COLTS will be at liberty to inspect all design and workmanship at any time during the progress of the work and will have the right to reject all design and workmanship which does not conform to the specifications or which is not considered an accepted practice.
- (e) The contractor must supply a detailed maintenance and update schedule with the proposal incorporating the required maintenance and updates of the basic software system and of its subsystems.

2.2.2 Warranty and Guarantee Provisions

- (a) All specialties, equipment, and parts supplied by the contractor will be fully compatible with the software system. The contractor will assume all responsibility for these specialties, parts and equipment whether manufactured by the contractor or purchased by him from another source.
- (b) Any warranty period will run from the date of actual acceptance by COLTS and in accordance with the warranty as set forth in Section II, Technical Specifications and Warranty Specifications.

2.2.3 Delivery Provisions

- (a) The software system will be delivered complete with all necessary equipment and accessories, and will be fully adjusted and ready for installation and operation.
- (b) Upon installation of the new software system at the location specified, the software systems will be inspected by COLTS. COLTS will not be deemed to have accepted any software system until it has successfully passed all such inspections in the sole and absolute opinion of COLTS. COLTS will notify the contractor in writing, within 15 days after delivery, if the software system has or has not been accepted. A letter of non-acceptance will furnish details of the deficiencies.
- (c) Documents (manuals, catalogues, etc.) required in Section II, Technical Specifications and Warranty Specifications, are to be shipped at the time specified herein and addressed to:

COLTS
Douglas A. Hein
Director of Grants & Finance
800 North South Road
Scranton, PA 18504

2.2.4 Delivery Time

Contractor shall be obligated to complete delivery and installation of the software systems no later than six (6) months from the date of issuance by COLTS of a purchase order. The exact time and place for delivery will be coordinated with COLTS. The contractor will assume all responsibilities incidental to the delivery of the software system and any equipment in a satisfactory condition.

The successful bidder will receive a notice of award from COLTS prior to or concurrent with the issuance of the first purchase order.

The dates for software system delivery, based on the minimum standards stated above, will be set from the date of issuance of purchase orders.

2.2.5 Payment

In order to receive payment, invoices must be furnished by the contractor to COLTS. Invoices should clearly state the following information:

- (a) COLTS Purchase Order Number
- (b) Software System serial number (if applicable)
- (c) Delivery or shipment date
- (d) Per module price of the Software System

All invoicing documents should indicate that COLTS is the purchaser of each system.

The contractor will provide written certification that all subcontractors and vendors to the prime proposer have been paid in full before COLTS releases final payment.

COLTS is exempt from federal excise tax, including tax on transportation, and the state/city sales and use tax. COLTS' tax exemption number is 23-1885973.

For each Application for Payment, COLTS shall retain and withhold payment of five percent (5%) of each payment as security for Contractor's full and faithful performance of its obligations pursuant to this Contract. All amounts withheld or secured pursuant to this Subarticle shall be referred to herein as "Retainage." The Retainage shall be payable, subject to the provisions of this Subarticle, to Contractor within thirty (30) days of receipt of the final invoice and acceptance of integrated software system, unless specific defects in the software system are found by COLTS, or all instruction manuals are not received by COLTS. The defect(s) found will be described and submitted in writing to the contractor when identified, including the relevant specification requirements within the thirty (30) day withholding period. The withheld funds will be paid in full to the contractor upon satisfactory repair of the software system.

2.2.6 Liquidated Damages

If the Contractor is unable to deliver and install the completed software systems in accordance with the awarded contract schedule, the Contractor will pay COLTS the amount of \$100 per day for late delivery, in accordance with the contract award as liquidated damages.

2.2.7 Attorneys' Fees and Expenses

Contractor agrees to pay reasonable attorneys fees and expenses incurred by COLTS in enforcing the obligations of the contract.

3.1 Information and Submittals Required with the Bid

3.1.1 Bid Form

Each proposal must contain at least the following completed and executed documents in order to be considered:

The Bid Form with attachments and all other information and materials required within the Bid Form (Appendix A) as well as all signed certifications and affidavits (Appendix B).

3.1.2 Replacement Parts Guarantee

The bidder will furnish a written guarantee which is to be included with the bid of the availability of replacement parts for all components used in the equipment for a period of twelve years.

3.1.3 Service Representative

The bidder will designate a service representative who will provide full service responsibility for any and all items of the equipment, including component parts not supplied by the bidder but supplied by other vendors or subcontractors. This representative will have the responsibility of procuring parts for equipment, if said parts are not in stock. The representative will have the responsibility of expediting parts not immediately obtainable. The representative will also be responsible for providing warranty service in accordance with Section 2.2.2 of this Invitation for Bid.

4.1 Rules Regarding the Bid

4.1.1 General

All of the terms, provisions, conditions, and requirements of the Invitation for Bid will be considered part of the proposer's bid.

4.1.2 Submittal of Bid

For each bid, an original and one copy of the proposal must be enclosed in a sealed envelope or box and marked with the following information:

- The company name
- The words "To Be Opened" followed by "August 4, 2017, 12:00 PM"
- The words "Transit Specific Integrated Software System"

4.1.3 Award Standings

Award will be made to lowest, responsive, qualified and responsible bidder.

4.1.4 Non-Responsive Bids

Conditional bids, incomplete bids, or those which take exception(s) to the specifications, will be considered non-responsive and will be rejected.

4.1.5 Withdrawals of Bids

No bidder may withdraw his proposal for a period of 30 days after the scheduled time for opening of the sealed bids.

4.1.6 Reservation of Rights

COLTS reserves the right to reject any or all proposals, or any parts thereof, to waive informality in any proposal, or any part thereof, and to make such award or awards, as it will deem to be in its best interest.

5.1 Requests and Disputes Procedures

5.1.1 Requests for Clarifications, Equal Specifications and Contract Changes

Bids shall be in conformance with the Invitation for Bid or for equipment of equal or better quality and function. Requests for clarifications, equal specifications, and for contract changes must be made in writing on the form appearing as Appendix C Request for Approval or Exception Form, and shall be included with the Invitation for Bid paperwork for review. Any request for approval of equality or protest of the specifications must be fully supported with technical data, test results, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification requirements. COLTS shall have the right to seek additional information regarding alternative specifications, and shall be the final authority in the determination of acceptability of equal products.

5.1.2 Communications

Communication in connection with this contract will be in writing and will be delivered personally or by regular, registered, or certified mail addressed to the contact designated to receive such communications. Telephone calls may be used to expedite communications but will not be official communication unless confirmed in writing. Unless otherwise stated, communication will be considered received at the time actually received by the addressee.

5.1.3 Changes and Addenda

Changes to the specifications and/or contract terms will be made by addendum, and all prospective bidders known to have been sent a bid package will be notified in writing if any changes are made. Acknowledgement of addenda by the bidders must be made in the space provided on the Bid Form. Failure to acknowledge all addenda shall cause the bid to be non-responsive and subject to rejection. Oral explanations or instructions given before the award of the contract will not be binding.

5.1.4 Protests

COLTS' procurement protest procedure is part of the required certifications and affidavits which must be signed and turned in as part of the bid package. It is found in Appendix B.

6.1 Special and Certain Federal Requirements and Conditions

6.1.1 Anti-Boycott Agreement

The contractor warrants, represents, and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended. If there will be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, COLTS will be entitled to rescind the contract. As used herein, an affiliated company will be any business entity of which at least 51 percent of the ownership interests are directly owned by the contractor, or by a person or persons or business entity or entities directly or indirectly owning at least 51 percent of the ownership interests of the contractor, or which directly or indirectly owns at least 51 percent of the ownership interests of the contractor.

6.1.2 Use of COLTS' Name

COLTS reserves the right to review and approve COLTS related copy before publication. The contractor will not permit COLTS related copy to be published in the contractor's advertisements or public relations program until after submitting the copy and receiving the prior written approval of COLTS. The contractor will agree that published information on COLTS or COLTS' program will be factual and will in no way imply that COLTS endorses the contractor's firm, service, or product.

6.1.3 Notification of Shipment

Unless otherwise specified in the Contract Documents, the Contractor will notify COLTS of any forthcoming delivery at least 48 hours prior to the time the shipment is scheduled to arrive at the location designated by COLTS.

6.1.4 Contractor Representatives

Prior to the start of Contract performance, the Contractor shall advise COLTS in writing of the primary and alternate representative (including phone numbers) who will have management responsibility for the total Contract effort to receive and act on technical matters and resolve problems of a contractual nature.

6.1.5 Federal Provisions

The FTA or Federally Required or Recommended Provisions for Purchases of Equipment or Supplies for COLTS which appears as Appendix B to this document is expressly incorporated herein. **No proposal shall be considered unless it contains all executed certifications required by that appendix.**

7.1 Terminology

7.1.1 General

Any word contained in the text of this Invitation for Bid shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the particular context. More specifically, however, for the purposes of this Invitation for Bid, the following words shall have the meanings attributed to them in this Section:

- a) "Bid" and/or "Proposal" means the offer and response made to this Invitation for Bid by a Bidder.
- b) "Bidder" and/or "Proposer" means the person, natural or artificial, submitting a Bid in response to this Invitation for Bid.
- c) "Contract Documents" means all documents contained in the Invitation for Bid, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of COLTS and the Contractor resulting from this Invitation for Bid.
- d) "Contractor" means the manufacturer, designer, or programmer for the complete software or authorized agent for such manufacturer, designer, or programmer.
- e) "COLTS" means County of Lackawanna Transit System.
- f) "FTA" means the Federal Transit Administration
- g) "Invitation for Bid" and/or "RFP Name" means this entire document, including the detailed directions, requirements, specifications, explanations and descriptions of the software system to be purchased by COLTS.
- h) "Manufacturer" means the original manufacturer supplying materials, equipment, or apparatus for installation.
- i) "Notice to Bidders" means the written notice given by COLTS requesting bids on the software system described in the Invitation for Bid.
- j) "Owner" means COLTS.
- k) "Product" and/or "Software System" means the Transit Specific Integrated Software System described herein.
- l) "Scope and General Conditions" describes the terms and conditions which the Bidder must meet in order that its bid for the furnishing of software system can be considered.
- m) "Supplier" means any vendor, intermediary to the manufacturer, supplying material, equipment, or apparatus for installation on the software system.

- n) "Suitable" means type, material, design, and method approved by COLTS.
- o) "US DOL" means the United States Department of Labor.
- p) "US DOT" means the United States Department of Transportation.

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**TECHNICAL SPECIFICATIONS
FOR THE
TRANSIT SPECIFIC INTEGRATED SOFTWARE**

TABLE OF CONTENTS

- 1. General**
- 2. Security**
- 3. General Accounting Functions**
- 4. General Ledger**
- 5. Grant Management/Project Tracking**
- 6. Accounts Payable**
- 7. Accounts Receivable**
- 8. Fixed Assets**
- 9. Payroll Processing**
- 10. Human Resources**
- 11. Scheduling Overview**
- 12. Automated Dispatch**
- 13. General Planning & Statistical Functions**
- 14. Claims & Safety**
- 15. Revenue & Ridership Statistics**
- 16. National Transit Database (NTD)**
- 17. Easy Sample**
- 18. Service Desk**
- 19. General Maintenance Functions**
- 20. Inventory**
- 21. Bar Code Inventory Management**
- 22. Component & Warranty Tracking**
- 23. Vehicle Problem/ Roadcall Reporting**
- 24. Work Orders**
- 25. Purchase Order Processing**

TRANSIT SPECIFIC INTEGRATED SOFTWARE TECHNICAL SPECIFICATIONS

1. General

The software shall be a multi-tasking software product accessible by all users and updated in a single database. The software system shall be compatible with Windows XP and include file import options for transit specific hardware such as automated fareboxes, automated fuel islands, oil systems, bar code units, etc.

Software Support & Development: The software system shall include on-site software installation, review of COLTS' current procedures and requirements, training and an implementation plan for the software system. On going software updates and availability to attend training seminars shall be included as part of the software system license and support agreement.

The following list is not intended to be all-inclusive, but minimum requirements.

A list of current references shall be provided by the proposer.

2. Security

- a) Ability to modify and add menus.
- b) Ability to run user generated reports from said menu system.
- c) User specific security codes
- d) User identification prints on audit reports with date and time.
- e) Password restricts directory access.
- f) Access code restricts menu access and menu item access.
- g) Programs can only be run from menu.
- h) Menu selection recorded by user, date, time, and device automatically when programs are executed.
- i) Access codes have ability to expire on a given date.
- j) Output device variable by workstation/session.
- k) Multiple screen sessions available for each workstation.
- l) Program/system status inquiry displays users and programs in progress.
- m) Standard reports: System activity log by user, object or by date.

3. General Accounting Functions

Resources available with the transit specific integrated software shall include but not be limited to: Project Tracking, General Ledger, Fixed Assets, Accounts Receivable, Accounts Payable, Purchase Order Processing, Bar Code Inventory Management, Operator Timekeeping, Payroll Processing, and Human Resources.

4. General Ledger

The software system shall receive automatically generated subsidiary journal entries from interfaced systems to create automatic journal entries and shall have the following capabilities:

A. General Journal Entries

1. Records general journal entries, grant accounting entries, re-occurring entries, accrual entries and reversals, prior period adjustments and account balance re-distribution.
2. Updates journals in balance to the general ledger.
3. Maintains a Multi-Modal NTD Report based chart of accounts.
4. Maintains a monthly account history that is automatically posted by the system.
5. Keeps an automatic audit file of changes made to the chart of accounts or account history.
6. Creates/Edits an annual budget.
7. Automatic end of month and end of year account closings.
8. Cross-reference account reporting.
9. Standard reports and inquiries:
 - a. Detailed account inquiries
 - b. Subsidiary journal listings
 - c. Chart of accounts listing
 - d. Chart of accounts audit
 - e. Account history audit
 - f. Budget master listing
 - g. Income Statement with budget
 - h. Annual budget projection
 - i. Balance Sheet
 - j. Transaction Inquiry

10. Reports available by division or consolidated for all or multiple divisions:
 - a. Income statement
 - b. General ledger
 - c. Working trial balance
 - d. Comparative analysis
 - e. Transaction Journal
 - f. YTD General ledger
 - g. Budget analysis comparison
 - h. Budget variance report
11. Ability to post auditors adjusting entries for prior fiscal year while continuing the financial process for the current year.
12. Pie Charts and bar graphs displaying history, budget and current totals based on specified criteria.
13. Ability to re-produce financial reports for a prior period.

5. Grant Management/Project Tracking

- a) Records Projects by:
 1. Project Number
 2. Status – Active/Inactive
- b) Maintains Life to Date Information:
 1. Budgeted Amount by General Ledger Account
 2. Number/Budget Remaining
 3. Expenditures by Fiscal Year
 4. Grant Revenues Received by Type/Remaining
- c) Interfaces with General Ledger, Accounts Payable and Purchase Orders
- d) Standard inquiries by:
 1. Project Number
 2. Description
 3. Federal Grant Number
 4. State Grant Number
 5. Local Grant Number
 6. Operator Amount
 7. Start Date
 8. Completion Date
 9. Department

6. Accounts Payable

- a) Maintains vendor files
- b) Records invoices, assigning general ledger posting account to be charged.
- b) On-line updating to vendor master and general ledger journal.
- d) Debit or credit memos & applicable general ledger postings.
- e) Select invoice items for payment using various methods, including vendor/due date, discount eligible invoices, fixed expenses, items by reference number, etc.
- f) Cash requirements journal
- g) Allows modification of current payment selection being processed, without having to re-enter the invoice for payment later.
- h) Prints checks/vouchers
- i) Fixed Expense Payments
- j) Interfaces to an automatic check book reconciliation program.
- k) Interfaces to general ledger for updating cash, accounts payable, warrant accounts, assets, expense accounts, etc. Sufficient detail pertaining to accounts payable transactions to feed other departments through general ledger for budgeting/purchasing information.
- l) Manual check processing.
- m) Void/Canceled check processing.
- n) Standard reports and inquiries:
 - 1. Vendor History Inquiry
 - 2. Monthly Payables Register
 - 3. Aged Trial Balance
 - 4. 1099 Statements
 - 5. DBE reports
 - 6. Payment Selection Inquiry
 - 7. Check Register
 - 8. Checkbook reconciliation report

7. Accounts Receivable

- a) Accommodates cash receipts, contract billings and collections.
- b) Maintains customer files.
- c) Records invoices and general ledger posting accounts.
- d) Records bus passes or tickets sold by type.
- e) Audits consignment sales of bus pass(s) or tickets.
- f) Receives cash and applies payments.
- g) Interfaces to general ledger and updates accounts receivable, cash, consignment accounts, revenue, cost of goods sold, etc.
- h) Standard reports and inquiries:
 - 1. Sales inventory inquiry
 - 2. Aged trial balance
 - 3. Invoice printing
 - 4. Statement printing
 - 5. Customer balance inquiry detailing open item & historical detail

8. Fixed Assets

- a) Tracks individual assets, recording date of purchase, tagging asset, location, etc.
- b) Reporting or inquiry of asset needed by asset number, description 1, description 2, vendor name, date acquired, asset tag number, previous tag number, location, model number, serial number, federal grant number, state grant number, asset class, asset type, or person asset assigned to.
- c) Monthly depreciation calculation of each asset using straight-line method and posting same based on percentage of state, local, federal and operator participation.
- d) Interfaces to general ledger required for depreciation method specified in line 3 for posting to applicable depreciation/amortization and expense accounts.
- e) Standard reports and inquiries using methods described in line 2:
 - 1. Asset inquiry
 - 2. Depreciation Report
 - 3. General ledger depreciation detail by individual asset
 - 4. Asset file listing
 - 5. Fully depreciated assets
 - 6. Asset audit trail list
 - 7. Grant reporting
 - 8. Assets purchased/disposed during current fiscal year
 - 9. Bar code tracking option or describe method for annual physical audit.

9. Payroll Processing

- a) Interfaces with operator timekeeping to deduce the daily driver pay time.
- b) Maintains employee master files including seniority, licensing, personal and tax related information as well as pay rate.
- c) Uses corresponding NTD form pay codes and compiles information for NTD Reporting.
- d) Accommodates various earnings codes for regular, overtime, sick, vacation, leave, training, expense, holiday off, holiday worked, and other standard transit earnings types.
- e) Allows multiple check types paid during a single payroll cycle.
- f) Establishes a general ledger interface for gross wages, taxes, voluntary deductions, payroll cash accounts, direct deposit payments, etc.
- g) Provides for void check processing.
- h) Provides for user established voluntary deduction codes, attendance codes, internal job class codes, mode of service codes, and local tax codes as required.
- i) Uses NTD Class Codes to compile related reporting information.
- j) Allows for up to 99 voluntary deductions for a single employee. These voluntary deductions can accommodate simple items ranging from health insurance to more complex Section 125 Flexible Benefits or pension plans requiring special tax handling routines. Voluntary deductions may be employee paid, employer paid, or both.
- k) Employee dollars and hours recorded by earnings code. Fringe benefit codes such as sick and vacation also store benefit accrual parameters and log hours used vs. earned and entitled. Update automatically by payroll update.
- l) Earnings and tax file accommodates all taxable requirements, gross wages, FICA wages, FICA tax, Medicare wages, Medicare tax, etc. Update automatically by payroll update.
- m) Elapsed time calculator.
- n) Modify/Add pay time.
- o) Automatic overtime calculation.
- p) Employee time summary.
- r) Pay time inquiry.
- s) Payroll calculation and preview check register.
- t) Adjust deductions and accommodate manual checks.
- u) Automatic pay rounding adjustments.
- v) Paycheck printing
- w) Payroll register.
- x.) Updates current payroll to employee files, NTD Report files and timekeeping history files.
- y) General ledger detail by employee and consolidated for update to payroll subsidiary journal files.
- z) Monthly/quarterly/annual payroll files reset.
- aa) Interface payroll to bank for direct deposits of savings, checking or net pay.
- bb) Records employee attendance.
- cc) Easily maintains FICA and Medicare parameters as well as federal, state

and local tax tables, without requiring program modifications for simple rate changes.

- dd) NTD Report expense class and time class consolidated detail.
- ee) Standard tax reporting:
 - 1. 941 Federal tax register
 - 2. W-2's and 1099's printing or floppy diskette reporting
 - 3. Wage diskette reporting
 - 4. PERS diskette reporting
 - 5. IMRF reporting
 - 6. W-2 register
- ff.) Standard employee reports:
 - 1. Alpha list by department
 - 2. Birthday list
 - 3. Employee status list
 - 4. Inactive employees
 - 5. Voluntary Deduction list
- gg) Standard employee pay history reports and inquiries:
 - 1. Display pay history
 - 2. Paycheck inquiry
 - 3. Labor history summary
 - 4. Paycheck history report
 - 5. Employee audit trail
- hh) Miscellaneous payroll reports generated every pay cycle:
 - 1. Paycheck distribution audit
 - 2. Payroll department report
 - 3. Miscellaneous deductions audit
 - 4. Pay code summary

10. Human Resources

- a) Maintains the following employee reporting information and provides reports for:
 - 1. Birthday list
 - 2. Employees by department
 - 3. Employees by job class
 - 4. Summary by EEO code
 - 5. Date of full time status
 - 6. Employee hire status
 - 7. Seniority date
 - 8. Union listing
 - 9. Employees by rate
 - 10. Grade/step listing
 - 11. Last rate increase
 - 12. Inactive employees
- b.) Employee history transaction detail for:
 - 1. Occupational injury
 - 2. Accidents

3. Outstanding achievement
 4. Certificates of appreciation
 5. Attendance/awards
 6. Commendation
 7. Certificates of completion
 8. Counseling
 9. Coach operator audits/ride check
 10. Community service award
 11. Outstanding customer service
 12. Disciplinary history
 13. Department of motor vehicles records
 14. Safe driving awards/special project or recognition awards
 15. Awards for excellence
 16. 5/10/15/20/25 year service award
 17. Intent to render discipline
 18. Job safety award
 19. Leadership award
 20. Medical examinations
 21. Maintenance work evaluation
 22. Passenger service report / rule violation notice
 23. Performance evaluation
 24. Employee suggestions
 25. Training record
 26. File review
 27. Records citations
- c) Records job applicants and related EEO, referral source, job class, job category, and disposition data.
- d) Standard inquiries and reports:
1. Job applicant listing
 2. Employee history inquiry
 3. Citation listing
 4. Employee history report
- e) Human resources interfaces with payroll master reporting.
- f) Employee Benefits Tracking
1. Customize unlimited benefit codes
 2. Interfaces to payroll data base
 3. Policy number tracking
 4. Effective / expiration dates of benefits
 5. Coverage amounts
 6. Deductibles
 7. Employee & employer premiums either fixed amounts or percentages
 8. Multiple dependents tracking
 9. Dependents personal data and address information
 10. Dependent relationship to employee
 11. Co-pay data

- g) Random Test Selection
 - 1. Parameter Driven By Job Class Code
 - 2. Ability to include Subcontractor in Selection

11. Scheduling Overview

A Public Schedules

- 1. Export schedules to PC applications or print camera-ready timetables.
- 2. Maintains all bus stops scheduled to meet the public's ridership needs.
- 3. Identify line, service, and direction combinations.
- 4. Define stops for each line, service, and direction.
- 5. Identify trip and stop footnotes with appropriate descriptions.
- 6. Identify stop locations with time-points and location description.
- 7. Automatically build trips.
- 8. Make adjustments on scheduled times, duplicate schedules, and update miles.
- 9. Purge sign-ups that are no longer needed.
- 10. Standard Inquiries:
 - a. Timetable Inquiry
 - b. Public Information Inquiry
 - c. Customer Service Representative Inquiry
- 11. Standard Reports:
 - a. Schedule Time Audit Report
 - b. Route Master Listing
 - c. Stop Description
 - d. Stop ID's by Route

B. Fast Cut

- 1. Maintains driver run assignments, vehicle blocking, and scheduling.
- 2. Define non-revenue time-points, mileage, deadhead time between time-points and paid driver time.
- 3. Identify routes and directions for blocking.
- 4. Routes can be interlined for vehicle blocking.
- 5. Specify stop ID codes for relief location.
- 6. Specify day of the week service is available.
- 7. Assign driver footnotes for any stop on any trip.
- 8. Automated run cutting allows user to experiment with possible new run scenarios and increase efficiency.
- 9. Run assignments can be cut automatically or manually.
- 10. Able to transfer Public Schedules block to Fast Cut.
- 11. Define blocking and run parameter work rules.

12. Driver run assignments can be broken down into essential elements such as Report Time, Deadhead Time Platform/Revenue Time, Spread Time, Turn in Time etc. for NTD Report information.
13. Able to re-run or re-number schedule trip blocking.
14. Print unblocked trip list, blocked trips master listing, vehicle usage guide.
15. Cut single piece runs, multiple piece runs.
16. Fast Cut interfaces with Revenue & Ridership Statistics, Operator Timekeeping, Payroll, and Automated Dispatch modules.

C Standard Reports:

1. Pull In, Pull Out Report
2. Sign In, Sign Out Report
3. Pre Bid and Post Bid Report
4. Driver Run Guide and Block Paddle Report
5. Block Manifest Across and Block Manifest Down Report
6. Build various Statistical Reports such as Miles Per Route, Hours Per Route and Vehicles Per Route

D. Operator Timekeeping

1. Maintains a master file that describes the pay time defined for a specific sign-up (mark-up or bid board) based on pay codes defined by NTD Report Form - Operator's Wages.
2. Allows run bid assignments.
3. Generates the daily pay time based on the scheduled run bid assignments for a specific sign-up.
 - a. Posts exceptions to the scheduled sign-up using various methods.
 - b. Extra board entry.
 - d. Stand by or other pay time.
 - d. Revise pay time.
 - e. Adjust pay codes.
 - f. Assign specific pay time by department to relate with NTD Report Form
4. Maintains a supervisor time check file for recording driver on time performance by date and location.
5. Daily pay time interfaces to payroll for paycheck calculation. Payroll update provides history for operator timekeeping and NTD Reporting.

6. Standard reports and inquiries:
 - a. Labor variance report
 - b. Daily pay time report
 - c. Final pay time audit
 - d. Unassigned run listing
 - e. Driver sign-in sheet
 - f. Bid inquiry by employee
 - g. Bid inquiry by run
 - h. Display current pay time
 - i. Display pay history
 - j. Sign-up variance report
 - k. Bid listing by seniority
 - l. Run listing by employee
 - m. Run listing by sign-up/division
 - n. Driver pay report
 - o. Run pay audit listing
 - p. Display average hours worked

12. Automated Program for Dispatching

- a) Allows dispatchers to maintain runs and exceptions.
- b) Assign drivers to the extra board
- c) Rotate the extra board according to the criteria specified.
- d) List all open runs for easy scheduling.
- e) Easily assign drivers to open pieces of work.
- f) Have hold down operators execute the work of drivers on vacation.
- g) Make adjustments to runs such as adding late time or subtracting turn in time.
- h) Split up run between 2 or more drivers.
- i) Cancel run due to weather.
- j) Print several reports illustrating drivers and work assigned.
- k) Assign footnotes to runs.
- l) Sort runs by run class code or report time.
- m) Once the day is completed, easily transfer data to the payroll module.
- n) Standard Reports include:
 1. Drivers Hrs Worked
 2. Average Hrs Worked History
 3. Employee Time Summary
 4. Benefit Time Balance
 5. Full/Part Time Seniority
 6. All Fixed Route Drivers
 7. License Expirations
 8. Daily off (Mon off, Tues off, Wed off etc)

13. General Planning & Statistical Functions

Track ridership statistics for analysis

14. Claims & Safety

- a) Maintains information on each accident reported and data pertinent to safe driving awards.
- b) Compiles data for Section 15 Form 405.
- c) Records claims settlement history on lawsuit costs by attorney and claimant.
- d) Ability to insert objects, such as pictures and/or documents into the record.
- e) Standard reports and inquiries:
 - 1. Accident/incident report
 - 2. Safe driving award list
 - 3. Accident analysis report
 - 4. Claims settlement history
 - 5. Accident/incident inquiry

15. Revenue & Ridership Statistics

- a) Maintains a standard schedule file that details all daily trip activity.
- b) Generates daily trip information and posts revenue and ridership counts as applicable.
- c) Accommodates import capabilities from automated fareboxes.
- d) Compiles historical data for NTD Reporting. Records history for the following: fare history statistics, miles and hours statistics, line history statistics, mode history statistics, and line cost history.
- e) Records route sampling information and demand-response route sampling. Employee sampling also accommodated.
- f) Standard reports:
 - 1. Daily trip audit
 - 2. Daily route summary
 - 3. Route sample printing
 - 4. Demand-response sample printing
 - 5. Employee sample printing
 - 6. Comparative route and passenger analysis
 - 7. Route analysis listing

16. National Transit Database (NTD)

- a) Captures the data required for NTD reporting.

17. Samples

- a) Collect Ridership using NTD sample methodology.
- b) Use handheld data collectors to store the actual on-board counts.
- c) Download random trips into units.
- d) Ability to check dwell times.
- e) Can be used for special trip passenger count surveys.
- f) Interfaces with Public Schedules.

18. Customer Service

- a) Tracks complaints and compliments to be utilized through Customer Service.
- b) Distribution capabilities include intranet and Internet utilizing installed email.
- c) Security features that allow for confidentiality and accountability.
- d) Standard Reports include Service Desk Exceptions Report, Summary Report along with various Miscellaneous Reports.
- e) Intended to be used to record, store, and track complaints, compliments, and commendations.
- f) Completed complaint reports are forwarded to designated department(s) for response.
- g) Exception reports are generated for complaints that have not been forwarded to the department, or complaints that are not completed or verified.

19. General Maintenance Functions

A. Fleet Maintenance

- 1. Maintains a vehicle file that stores all pertinent vehicle information required identifying vehicles, recording MTD, YTD and LTD costs associated to a vehicle, preventive maintenance parameters and NTD Report data.
- 2. Provides for daily entry and/or automated fuel island import of consumables auditing data.

3. Accommodates pump meter and tank measure readings. Provides audit reports for same.
4. Accounts for miscellaneous consumables issues.
5. Allows service entry by hub, mileage or hour readings and accommodates off site servicing.
6. Automatically updates daily service costs to vehicle file and updated mileage while reducing on hand consumables quantities.
7. Provides a service audit report noting any vehicle usage discrepancies.
8. Provides inspection forecast reports for all vehicles and allows users to define PM checklists for each PM inspection type and print PM checklist for vehicles due for inspection.
9. Provides a list of vehicles overdue for inspection.
10. Maintains a tire file that identifies tire usage and costs with mileage automatically updated.
11. Records tire change information and assigns tires to a specific vehicle.
12. The following vehicle/tire reports and inquiries are provided:
 - a. Fleet Performance
 - b. Pump and tank audit reports
 - c. Pump and tank list
 - d. Consumable Usage Report
 - e. Tire listing
 - f. Tire inquiries by vehicle, and tire history
 - g. Monthly mileage report

20. Inventory

- a) Maintains master inventory records noting in-house item number, item description, quantity and cost information, comments about the item, minimum and maximum storage levels, warehouse bin locations, etc.
- b) Standard item inquiries and reports:
 1. Item inquiry by item number,
 2. Description, warehouse/bin location, product class, vendor OEM number, vendor description or vendor account number.
 3. Perpetual inventory inquiry, automatically updated by purchase orders, vehicle maintenance, and work orders so as to track all movement of an item and display detail on purchases, receipts, order cancellations, backorders,

- purchase adjustments, usage adjustments, issues, invoices, invoice cancellations, finished goods, return to inventory, transfers and physical inventory deviations.
 - 4. PO inquiry by item.
 - 5. Vendor OEM number cross reference file automatically update by purchase orders so as to provide the following information for each stock item: vendor, vendor OEM number, last unit cost, last purchase date, last receipt quantity, last purchase order number, last receipt date and lead time in days for every vendor the item is purchased from.
 - 6. Inventory history analysis
 - 7. Analysis listing
 - 8. Inventory item listing
 - 9. Extended price book.
 - 10. Inventory Valuation Report
- c) Automatic reorder capabilities using the minimum and maximum stock levels and the on-order and on-hand balances to calculate suggested reorder quantities.
 - d) Generates a reorder list that may be modified prior to generating purchase orders for the desired quantities by interfacing with the PO system.
 - e) Keeps an item history that shows usage quantities by item for the last 12 months and the last fiscal year.
 - f) Provides unit of measure conversions and inventory transfers.
 - g) Accommodates on hand/usage and purchase adjustments plus warranty receipts adjustments.
 - h) Provides for physical inventory tracking using a bar coded inventory method.
 - i) Prints a deviation report and update appropriate inventory files.
 - j) Posts Journal Entries for deviations to assigned account numbers.
 - k) Identify bid items.

21. Bar Code Inventory Management

- a) Uses portable laser gun technology to track daily parts issues and import the data to the PC for work-order processing use.
- b) Prints bar code labels for parts, employees and work-orders.
- c) Uses same technology for cycle counts, physical inventory, work-order labor, and fast fuel and fixed asset tracking.
- d) Docking station file transfer

- e) Updates physical inventory, noting counts and deviations
- f) Updates work-order issues, noting issues and discrepancies
- g) Updates fixed assets, noting assets recorded
- h) Updates work-order labor entries.
- i) Updates Daily Service file.

22. Component & Warranty Tracking

- a) Maintains component file identifying components, warranty tracking and preventive maintenance parameters.
- b) Provides inspection forecast reports for all components and allows users to define PM checklists for each PM inspection type and print PM checklist for components due for inspection.
- c) Cross references components to a specific vehicle and lists components on a given vehicle.
- d) Provides component inspection report and inquiry.

23. Vehicle Problem/Roadcall Reporting

- a) Records roadcall information quickly and prints a roadcall report for mechanic to take on road.
- b) Records driver reported defects.
- c) Reported roadcall or defects automatically generate a work-order.
- d) Provides the following inquiries and reports:
 - 1. Roadcall/defect inquiry by vehicle, driver, dispatcher, problem code, mechanical or other, and by date range.
 - 2. Problem correction notice to driver once repair completed.
 - 3. Problems by vehicle noting mean time between failures.
 - 4. Problems by driver
 - 5. Problems by problem code noting mean time between failures
 - 6. Vehicle miles by code
 - 7. Vehicle miles by type

24. Work Orders

- a) Work order numbers are assigned automatically by the system allowing separate set of numbers based on repair location and asset type. Manual entry is also accommodated for pre-printed work-orders.
- b) Work order information recorded and stored by vehicle. The parts used reduce on-hand inventory quantities and interface to general ledger inventory and expense accounts. Rebuilds and components also accommodated.
- c) Accommodates for Notes entry by mechanic and/or supervisors. Ability to insert objects such as schematics or pictures is included.
- d) Prints bar coded work-orders immediately upon assignment of work by supervisor.
- e) Accommodates tool inventory tracking, tasks to be used with Employee Assignments, and Employee time clock usage.
- f) The following inquiries are provided:
 - 1. Vehicle work-order history inquiry.
 - 2. Work-order inquiry.
 - 3. Work-order totals by class code.
 - 4. List open work-orders.
 - 5. Operation code listing.

25. Purchase Order Processing

- a) Purchase order numbers can be assigned automatically with a different set of numbers based on location code.
- b) Order from address information that interfaces to accounts payable vendor files.
- c) Requisitions become purchase orders once authorized by specified users.
- d) User authorization levels can be set by department and user for specified dollar criteria.
- e) Authorization/Security takes places with encrypted user pin numbers.
- f) Allows for tracking of blanket PO's with Contract number, Start/End Date, Contract Amount and Balance Remaining.
- g) Records purchase orders; system automatically generates sequential purchase order numbers.
- h) Entry of general ledger posting account accommodated on each line item of purchase order. Account transactions flow to Accounts Payable module.
- i) History of purchase orders kept on file.

- j) As PO are recorded, interfaces with inventory to automatically increase on-order quantities in inventory master files. Also, vendor prices and OEM numbers are automatically recorded for building of vendor OEM cross reference file.
- k) Prints PO, accommodating taxable items, extended cost, freight, deposits, etc.
- l) Prints receiving documents for receipt of incoming goods against packing slips.
- m) Prints PO audit list.
- n) Standard PO reports and inquiries:
 1. PO inquiry by vendor
 2. PO inquiry by PO number
 3. PO inquiry by item
 4. Outstanding PO items
 5. PO items by item number
 6. PO items by vendor
 7. PO items by due date
 8. Vendor Item Cost Inquiry
- o) Records PO receipt of goods
- p) Prints PO receipts audit list
- q) Updates receipts, thereby reducing on-order quantity and increasing on-hand.
- r) Prints receiving documents for matching to packing slips and then forwarding to accounting for PO invoicing.
- s) Prints new receiving documents for any partial receipts.
- t) Standard PO receipts reports:
 1. PO receipts by item number
 2. PO receipts by PO number
 3. PO receipts by vendor
 4. PO items not received
- u) PO invoice entry.
- v) Prints PO Invoice audit and updates average cost data in inventory master file, interfaces with Accounts Payable for automatic invoice posting, ready to process for payment.
- w) Control Flag option enables reauthorization of PO if invoiced unit cost is higher than ordered unit cost.
- x) Standard PO Invoicing reports:
 1. PO receipts not invoice
 2. Auditors Transaction Detail.
- y) Other reports:
 1. Order From Address List
 2. Interfaces with inventory item minimum and maximum standards and produces a suggested re-order report on demand.

26. Interfaces

At a minimum, the transit specific integrated software system should interface with:

- Automatic vehicle locators (AVL)
- Fare boxes
- Time clocks
- Fuel islands

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BID FORM APPENDIX A

TO BE SUBMITTED

**COUNTY OF LACKAWANNA TRANSIT SYSTEM (COLTS)
BID FOR
A TRANSIT SPECIFIC INTEGRATED SOFTWARE SYSTEM**

**THIS BID WILL BE RECEIVED BY
COLTS, 800 NORTH SOUTH ROAD, SCRANTON, PA 18504
UNTIL
12:00 PM (NOON), AUGUST 4, 2017**

AT WHICH TIME IT WILL BE OPENED AND READ ALOUD

**FOR ADDITIONAL INFORMATION CONTACT
DOUGLAS A. HEIN, DIRECTOR OF GRANTS & FINANCE
DHEIN@COLTSBUS.COM**

THIS IS THE BID OF

FIRM: _____

MAILING AND/OR STREET ADDRESS _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PERSON TO CONTACT: _____

DATE: _____ **PHONE NO.:** _____ **FAX NO.** _____

E-MAIL: _____

BID FOR A TRANSIT SPECIFIC INTEGRATED SOFTWARE SYSTEM

The firm listed on the attached cover-sheet hereby submits its offer as indicated below in accordance with the terms of the Notice to Bidders, The Scope and General Conditions, Technical Specifications and Warranty Specifications, the FTA or Federally Required or Recommended Provisions, and all provisions contained in the Invitation for Bid, all of which have been furnished to the bidder. If this bid is accepted, this document and the referenced bid documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

All bidders must submit (1) Bid form; (2) Required Certifications and Affidavits; and (3) Request for Approval or Exception Form (only if requesting any).

Each offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
Transit Specific Integrated Software System and any Additional equipment required _____	_____	1	_____

The assignment of all or part of the specified deliverables, base and option, as originally advertised, competed, evaluated and awarded, will be permitted with prior written authorization by COLTS to bidder.

The required certifications and affidavits have been executed and are attached. The Price Breakdown Form is also executed.

Bidder acknowledges receipt of the following addenda: Number: Dated:

Remit to address (if different from mailing address on cover-sheet):

FIRM: _____

SIGNATURE: _____

TITLE: _____ **PHONE:** _____

APPENDIX B – REQUIRED FORMS AND CERTIFICATIONS

Please be sure to execute each of the following affidavits, certifications, and assurances. Failure to do so will render your bid non-responsive and it will not be granted further consideration.

- Access to Records
- Buy America
- Integrity Certification
- Commonwealth Of Pennsylvania Non-Discrimination Clause
- No Federal Government Obligations to Third-Parties
- Program Fraud and False or Fraudulent Statements Related Acts
- Federal Changes
- Civil Rights (EEO, Title VI & ADA)
- DBE Certification
- Incorporation of FTA Terms
- Suspension and Debarment
- Lobbying
- Clean Air
- Clean Water
- Energy Conservation
- Non-Collusion Affidavit
- County of Lackawanna Transit System's Protest Procedure

Access to Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Authorized Official of Firm

Title of Authorized Official

Date

Buy America Requirements

49 U.S.C. 5323(j)(1)

49 CFR 661

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part. **Select only one certification.**

*Certificate of **Compliance** with Buy America Requirements*

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date _____
Signature _____
Company _____
Name _____
Title _____

*Certificate of **Non-Compliance** with Buy America Requirements*

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____
Signature _____
Company _____
Name _____
Title _____

(1) A bidder who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of bid opening of submission or a final offer, a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder will simultaneously send a copy of this information to the FTA grantee.

(i) The FTA Chief Counsel may request additional information from the bidder, if necessary. The grantee may not make a contract award until the FTA Chief Counsel issues his/her determination, except as provided in §661.15(m).

(ii) [Reserved]

(2) For negotiated procurements, compliance with the Buy America requirements shall be determined on the basis of the certification submitted with the final offer or final revised proposal. However, where a grantee awards on the basis of initial proposals without discussion, the certification submitted with the initial proposal shall control.

(3) Certification based on ignorance of the proper application of the Buy America requirements is not an inadvertent or clerical error.

(c) Whether or not a bidder certifies that it will comply with the applicable requirement, such bidder is bound by its original certification (in the case of a sealed bidding procurement) or its certification submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of a final offer. Where a bidder certifies that it will comply with the applicable Buy America requirements, the bidder or grantee is not eligible for a waiver of those requirements.

INTEGRITY CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

(1) The prospective lower tier participant certifies, by submission of this bid or bid, that neither it nor its "principals" [as defined at 49 C.F.R.' 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

(If the lower tier covered participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE LOWER TIER COVERED PARTICIPANT (APPLICANT FOR AN FTA GRANT OR CO-OPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature & Title of Authorized Official

The undersigned chief legal counsel for the _____ (Contractor) hereby certifies that the _____ (Contractor) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Contractor's Attorney

Date

(Applies to Contractor/Subcontractors with contracts in excess of \$25,000)

(Failure to complete this form and to submit it with your bid will render the bid non-responsive).

**COMMONWEALTH OF PENNSYLVANIA
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, national origin, age or sex.

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 or sex. 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 that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement(s) 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 the 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 any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause. The Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. The Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and will 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

the 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. The 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 Contractor Compliance Regulations, pursuant to PA Code Chapter 49.35 of these regulations. If the 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. The Contractor shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.

9. The 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.

Name of Individual, Partnership, or Corporation

Address

Authorized Person

Signature

Title

Date

No Federal Government Obligations to Third-parties

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Federal Changes

49 CFR Part 18

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

Authorized Official of Firm

Title of Authorized Official

Date

Civil Rights (EEO, Title VI & ADA)
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Authorized Official of Firm

Title of Authorized Official

Date

Disadvantaged Business Enterprises (DBEs)
49 CFR Part 26

a. 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%. The agency's overall goal for DBE participation is **4.2 %**.

b. The contractor 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 County of Lackawanna Transit System deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offers's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with initial bids (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County of Lackawanna Transit System. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify County of Lackawanna Transit System, 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 County of Lackawanna Transit System.

f. The contractor hereby agrees to subcontract a minimum of ____% of the contract to Disadvantaged Business Enterprises. (A list of DBE's certified in the Commonwealth of Pennsylvania can be found in the DBE Directory, which can be accessed at www.paucp.com.)

Authorized Official of Firm

Title of Authorized Official

Date

Incorporation of FTA Terms
[FTA Circular 4220.1E](#)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County of Lackawanna Transit System requests which would cause the County of Lackawanna Transit System to be in violation of the FTA terms and conditions.

Authorized Official of Firm

Title of Authorized Official

Date

Suspension and Debarment

49 CFR Part 29

Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or bid, the bidder or bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Lackawanna Transit System. If it is later determined that the bidder or bidder knowingly rendered an erroneous certification, in addition to remedies available to the County of Lackawanna Transit System, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Official of Firm

Title of Authorized Official

Date

Lobbying
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

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 an 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 making lobbying contacts to 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Authorized Official of Firm

Title of Authorized Official

Date

Clean Air

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Clean Water
33 U.S.C. 1251

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Energy Conservation
42 U.S.C. 6321 et seq.
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Authorized Official of Firm

Title of Authorized Official

Date

NON-COLLUSION AFFIDAVIT
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti- bid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

FOR BID FOR _____
(Name of project or item being bid upon)

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm of person to submit a complementary or other non-competitive bid.
5. _____, its affiliates,
(Name of my firm)

subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my firm)

Acknowledges that the above representations are material and important, and will be
relied on by _____ in awarding the contract(s)
for which this (Name of my firm)
bid is submitted. I understand and my firm understands that any misstatement in this
affidavit is and shall be treated as fraudulent concealment from

(Name of public entity)
of the true facts relating to the submission of bids for this contract.

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____.

Notary Public

My Commission Expires

County of Lackawanna Transit System's Protest Procedure

If a bidder/bidder perceives that a segment of the specifications is either too restrictive for competition or if the bidder/bidder perceives any improprieties in the solicitation or specifications, a written protest must be filed with the COLTS Executive Director at least five (5) business days prior to bid opening or the due date for bids. Any protests concerning the award of a contract after the bid opening, or after a public announcement by COLTS of a contractor selection decision, or after an evaluation of bids submitted under an IFB, must be made within five (5) days after the bid opening, or public announcement in the case of an IFB, in order to permit COLTS the opportunity to resolve the issue prior to contract award.

Contents of Protest to COLTS

A bidder or bidder filing a protest with COLTS must submit the protest in writing, via certified United States mail with a return receipt request, to County of Lackawanna Transit System (COLTS) c/o Executive Director, 800 North South Road, Scranton, PA 18504. The protest must include:

1. The name and address of the bidder;
2. Project number and the number of the solicitation;
3. A detailed and factual statement of the grounds for protest and any supporting documentation. The documentation submitted to COLTS must be fully supported to the extent possible;
4. The desired relief, action or ruling from COLTS.

Following an adverse decision by the Executive Director, the bidder or bidder may file a protest with FTA Regional Office III for resolution.

FTA Review of Protest: A protester must exhaust all administrative remedies with COLTS before pursuing a protest with FTA. Review of a protest by FTA will be limited to:

- (1) COLTS' failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) Violations of Federal law or regulation.

Following any adverse decision by the Executive Director, the bidder may file a protest if there has been a violation in connection with 1 and 2 above. An appeal to FTA must be received by the U. S. Department of Transportation, Federal Transit Administration ("FTA"), Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103, within five (5) working days of the date the protester learned or should have learned of an adverse decision by the Executive Director or other basis of appeal to FTA.

Contents of Protest to FTA

A bidder filing a protest with FTA must submit the protest in writing, via certified United States mail with a return receipt request, to the U. S. Department of Transportation, Federal Transit Administration (“FTA”), Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103. The protest must include:

1. The name and address of the bidder;
2. Identification of the grantee (COLTS), project number and the number of the solicitation;
3. A detailed and factual statement of the grounds for protest and any supporting documentation. The documentation submitted to FTA must be fully supported to the extent possible;
4. A copy of the protest filed with COLTS, and a copy of the COLTS decision, if any; and
5. The desired relief, action or ruling from FTA.

FTA will not consider any data that was not submitted to COLTS. If new data becomes available after the exhaustion of administrative remedies with COLTS, that data should be submitted to COLTS with a request for reconsideration. If the request is denied or if the protestor’s administrative remedies with COLTS are again exhausted, the protestor may then submit the new data to FTA.

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submission should be concise, logically arranged, and clear.

Bid protests must be filed with FTA no later than five (5) days after the exhaustion of administrative remedies with COLTS is known or should have been known, whichever is earlier.

Authorized Official of Firm

Title of Authorized Official

Date

APPENDIX C

REQUEST FOR APPROVAL OR EXCEPTION FORM

REQUEST FOR APPROVAL OR EXCEPTION

Requests for clarifications, equal specifications, and for contract changes must be made in writing on this form.
(See I. Scope and General Conditions for further information and instructions.)
Please submit a separate form for each request.

Date: _____

Manufacturer: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____

SECTION: _____ PAGE: _____

BIDDER'S REQUEST: (Attach additional pages if necessary)

Approved: _____

Denied: _____

Signature: _____ Date: _____