

ERIE METROPOLITAN TRANSIT AUTHORITY

REQUEST FOR PROPOSAL #081820

MANAGED INFORMATION TECHNOLOGY SERVICES

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Request for Proposal No. 081820

The Erie Metropolitan Transit Authority ("EMTA"), 127 East 14th Street, Erie, PA, 16503, will receive sealed proposals at the above address until 3 p.m., prevailing time, September 11, 2020, for Managed Information Technology Services. This Procurement is subject to applicable provisions of EMTA's Procurement Policies and Procedures and Procurement Standards.

The Authority hereby notifies all potential proposers that it will ensure that certified disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The Erie Metropolitan Transit Authority reserves the right to reject any and all proposals.

To receive a copy of the proposal documents, or for more information, contact Danielle Duran, Grants/Planning Manager at (814)454-4012 ext. 129 or dduran@ride-the-e.com.

ERIE METROPOLITAN TRANSIT AUTHORITY

INSTRUCTIONS TO PROPOSERS

In connection with your Proposal for Managed IT Services, you are instructed that:

1. Proposal Requirements:

1.1. Letter of Transmittal

The letter of transmittal shall contain the following:

- a. Legal name of the Proposer.
- b. The location of the office which will have responsibility for providing the Contract Services.
- c. The name, address, email address, telephone and facsimile number of the firm's representative who is knowledgeable about the proposal and who may negotiate and bind the Proposer.
- d. Statement that the proposal shall remain in effect for 90 days after the date due at the Authority.
- e. Statement acknowledging receipt of this RFP and each and every addendum that the Authority may issue with respect to this RFP.

1.2. Proposal

Two (2) copies along with an electronic copy of the proposal shall be submitted. The proposal shall include the following sections:

- Letter of Transmittal: Copy of the letter previously described.
- Contents:

Section 1	Experience of the Proposer
Section 2	Work Plan
Section 3	References
Section 4	Summary of Pricing

Section 1 - Experience of the Proposer

This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's experience in providing services similar to those outlined in the Technical Specifications.

Particular emphasis should be placed on those projects performed by the Proposer's offices and staff to be assigned to this project. The Proposer's qualifications and ability to perform all of the identified Contract Services should be clearly defined.

Section 1 should include the following:

- a. A statement about the overall qualifications and experience citing regional and/or national experience of the firm in managed IT services.
- b. A statement about the overall depth of staff and commitment of the firm to assure sufficient staff is available for a firm of EMTA's size.

Section 2 - Work Plan

This section of the proposal shall identify the Proposer's work plan for the performance of the tasks identified in the Technical Specifications.

Section 3 – References

The Proposer shall give the contact name, address, and telephone number for five (5) references of networks with 20 or more users that are currently supported by the company. The Authority may contact these to verify past performance.

Section 4 - Summary of Pricing

This section should set forth the Proposer's proposed monthly pricing for the Contract Services. The initial contract would be for a three-year period with an option to extend the contract an additional two years in one-year increments. Monthly pricing should be provided for years 1 – 5.

2. The proposals will be evaluated on the basis of price, experience and qualifications, references, staff availability to support the needs of EMTA, and other relevant factors. EMTA reserves the right to conduct discussions or negotiations between EMTA and one or more proposers whose proposals are in the “competitive range”. A contract will be awarded to the proposer whose final proposal is most advantageous to EMTA.

3. All attached certifications are required to be completed and submitted with the Proposal. Failure to complete the included certifications may result in your Proposal being considered non-responsive.

4. A tour of the facilities may be requested by contacting Danielle Duran via email at dduran@ride-the-e.com or 814-454-4012, ext 129.

5. This Procurement is subject to all applicable provisions of EMTA’s Procurement Policies and Procedures and Procurement Standards.

6. You are required to furnish proof of necessary insurance including liability and workers compensation for your employees with your Proposal.

7. Your Proposal and attachments must be received by EMTA, 127 East 14th Street, Erie, PA, 16503 by 3:00 p.m., prevailing time, September 11, 2020, in an envelope marked “Managed IT Services”. Any proposal received after this time will be returned to the Proposer unopened. This procurement is subject to applicable provisions of EMTA's Procurement Procedures, which require the contractor to comply with federal statutes and regulations. Interested persons may secure the RFP package by contacting Danielle Duran, Grants/Planning Manager at 814-454-4012, ext 119 or via email at dduran@ride-the-e.com.

8. EMTA reserves the right to unilateral cancellation of the contract upon thirty (30) days written notice to the contractor with no cancellation or termination fees due.

9. EMTA reserves the right to reject any and all proposals.

EMTA Technical Proposal Specifications

Managed IT Services

1. Company's services and staff must include the following:
 - a. 24x7x365 customer support
 - b. Sufficient on-staff engineers to adequately handle all the IT needs of the size of EMTA
 - c. (2) or more Senior Networking and Server Support Engineers
 - d. (1) or more VoIP and Telephony Certified Engineers
 - e. Lenovo Hardware Authorized Repair and Service Center
 - f. Dell Hardware Authorized Repair and Service Center
 - g. 24x7x365 Proactive Network Monitoring
 - h. Expertise in IT installation for new building construction
2. Additional services will be needed to oversee Third Party Hardware and Software vendor installation that might affect the technology system.

Anticipated Procurement Schedule

RFP ADVERTISED	August 18, 2020
QUESTIONS/CLARIFICATIONS BY EMAIL	August 28, 2020
RESPONSE TO QUESTIONS/CLARIFICATIONS	September 4, 2020
PROPOSALS DUE	September 11, 2020
AWARD OF CONTRACT	September 30, 2020

FEDERALLY REQUIRED CONTRACT CLAUSES AND PROVISIONS

1.1 FLY AMERICA REQUIREMENTS

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

1.2 ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to recognize and aproposale by the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163).

1.3 CLEAN WATER

7.3.1 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.

7.3.2 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.

1.4 LOBBYING

Contractors who apply for a proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.5 ACCESS TO RECORDS AND REPORTS

7.5.1 The Contractor agrees to provide EMTA, 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.

7.5.2 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.

7.5.3 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 EMTA, 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).

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

1.6 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between EMTA and FTA that funds any part of this Contract, 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.

1.7 CLEAN AIR

7.7.1 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.

7.7.2 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.

1.8 NO OBLIGATION BY THE FEDERAL GOVERNMENT

7.8.1 The Procuring Agency and the 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 Procuring Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

7.8.2 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.

1.9 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

7.9.1 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. Accordingly, by signing 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 also 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.

7.9.2 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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

1.10 TERMINATION PROVISIONS

1.10.1 Termination for Convenience

EMTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, EMTA shall be liable only for payment under the payment provisions of this contract for services rendered and accepted before the effective date of termination.

1.10.2 Termination for Default

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, EMTA may terminate this contract for default. EMTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed and accepted in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

1.10.3 Government-Wide Debarment and Suspension (Non-procurement)

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 proposal or proposal, the vendor or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by EMTA. If it is later determined that the vendor or proposer knowingly rendered an erroneous certification, in addition to remedies available to EMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The vendor or proposer 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 vendor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.11 CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1.11.1 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.

1.11.2 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

1.11.3 Subcontracts

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.

1.11.4 Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

1.12 BREACHES AND DISPUTES RESOLUTION

1.12.1 Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of EMTA's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executor Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall aproposale be the decision.

1.12.2 Performance During Dispute

Unless otherwise directed by EMTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

1.12.3 Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefrom shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

1.12.4 Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the EMTA and the Contractor arising out of or relating to this agreement or its breach

will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Pennsylvania.

1.12.5 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the EMTA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.13 DISADVANTAGED BUSINESS ENTERPRISE

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%. EMTA's overall goal for DBE participation is **1 %**.

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

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 EMTA. In addition, the contractor may not hold retainage from its subcontractors.] [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

The contractor must promptly notify EMTA, 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 EMTA.

1.14 INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of EMTA's requests which would cause EMTA to be in violation of the FTA terms and conditions.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid/ proposal. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. In the case of a corporation or other business entity, this Non-Collusion Affidavit must be executed by the member, partner, 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 statements 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/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 preparation 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/proposal process, and includes the knowing submission of bids/proposals higher than the bid of another firm, any intentionally high or noncompetitive 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

(Individual)

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/proposal, and neither the approximate price(s) nor approximate amount of this bid/proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid/proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding/submitting proposal on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid/proposal, or to submit any other form of complementary bid/proposal.
4. This bid/proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.
5. I am not currently under investigation by any governmental agency and have not in the last three 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: (If none, state "None," attach additional sheets if necessary).
6. I understand and acknowledge that the above representations are material and important, and will be relied on by the Erie Metropolitan Transit Authority in awarding the contract(s) for which this bid/proposal is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Erie Metropolitan Transit Authority of the true facts relating to the submission of bids/proposals for this contract.

The statements made in this affidavit are made subject to the penalties contained in 18 PA.C.S.A. 4904, relating to unsworn falsification to authorities.

Name: _____

NON-COLLUSION AFFIDAVIT

(Corporation or Other Business Entity)

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 the price(s) and the amount of this bid/proposal.

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 the bid, and neither the approximate prices(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/proposal 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 noncompetitive bid, or to submit any other form of complementary 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 or person to submit a complementary or other noncompetitive bid.

5. _____, its affiliates, subsidiaries, owners, officers, directors

(Name of firm) and employees are not currently under investigation by any governmental agency and have not in the last three 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: (If none, state "None", Attach additional sheets if necessary).

6. I state that _____ understands and acknowledges that the

(Name of firm) above representations are material and important, and will be relied on by the Erie Metropolitan Transit Authority in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Erie Metropolitan Transit Authority of the true facts relating to the submission of bids for this contract.

The statements made in this affidavit are made subject to the penalties contained in 18 Pa.C.S.A. 4904, relating to unsworn falsification to authorities.

Name of firm: _____

By:

Name and Company Position:

NON-COLLUSION DISCLOSURE

The vendor shall disclose, to the best of his or her knowledge, any member of the Board of Directors or any employee of the Erie Metropolitan Transit Authority, or any relative of any such directors or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

NAME

RELATIONSHIP

IF NOT APPLICABLE, STATE "NONE": _____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DEBARMENT CERTIFICATION

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania or the Federal Government.
2. Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

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

Signature and Title of Authorized Official: _____

Date: _____

LOWER-TIER PARTICIPANT CERTIFICATION

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

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

_____ (name of firm) certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

_____ (name of firm) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.)

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

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

Signature and Title of Authorized Official: _____

Date: _____

Commonwealth of Pennsylvania

Nondiscrimination/Sexual Harassment Clause

During the term of this contract, the contractor agrees to the following provisions:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency of the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.
7. EMTA may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility Files.

Signature: _____

Date _____

ERIE METROPOLITAN TRANSIT AUTHORITY

INSTRUCTIONS FOR COMPLETION OF DBE ASSURANCE FORM

1. All bidders must complete Section A of the assurance form.
2. If you check the "is" box in Paragraph 3 do not complete sections B and C. Sign and date the Assurance Form. If you have checked the "is" box and are awarded the contract you will be required to provide information to certify you as a bona fide DBE.
3. If you check the "is not" box in Paragraph 3, then you must complete either Section B or Section C of the Assurance Form. Do not complete both Section B and Section C.
4. Section B is only applicable if the Bidder is not a Disadvantaged Business Enterprise and a Disadvantaged Business Enterprise will participate with the Bidder in the performance of the contract for which the bid form is submitted. If Section B is applicable to your situation complete Paragraphs 4 through 7 and sign and date the Assurance form. Be certain to attach to the Assurance Form a copy of the contract or agreement with the participating DBE which sets forth the terms of the participation arrangement with the DBE.
5. Section C is only applicable if the Bidder is not a disadvantaged Business Enterprise and a Disadvantaged business Enterprise will not be participating with the Bidder in the performance of the contract for which the Bid Form is submitted. If Section C is applicable to your situation complete paragraphs 8 through 10 and sign and date the Assurance Form.
6. As is set forth in Section 5.1 of the EMTA Procurement Procedures, EMTA may, in particular procurement proceedings, establish specific DBE participation goals. such specific goals will be set forth in the Instructions to bidders. Failure of a bidder to meet such a goal in its bid may result in the bid being considered non-responsive. If the Bidder fails to meet the specified goal, the Bidder must attach to the DBE Assurance Form such information as is necessary to establish that the Bidder has in good faith made reasonable efforts to comply with EMTA's DBE program, as outlined in Section 4.7 of the EMTA Procurement Procedures.
7. The EMTA/DBE Assurance Form is designed to cover most situations encountered in EMTA procurement proceedings. However, EMTA recognizes that the Assurance Form may not completely cover all prospective bidders in all situations. If you have any questions or doubts as to the applicability of the Assurance form to your particular situation, or as to the manner in which the Assurance form should be completed, contact Danielle Duran (814) 454-4012,119 for instructions as to how you should proceed. Failure to complete the Assurance Form properly, or unauthorized modifications of the Assurance form, may result in your bid being considered non-responsive.

THE ERIE METROPOLITAN TRANSIT AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE FORM

SECTION A

(To be completed by all Bidders)

1. This Assurance accompanies a Bid Form submitted to the Erie Metropolitan Transit Authority ("EMTA") by _____ (insert name of Bidder. The undersigned is authorized by the Bidder to make and execute this assurance.

2. The undersigned hereby certifies that the undersigned has read that part of EMTA's Procurement Standards which is applicable to Disadvantaged Business Enterprise ("DBE") participation in EMTA procurement contracts.

3. The Bidder hereby certifies that it:

_____ is

_____ is not (check the appropriate box)

a Disadvantaged Business Enterprise.

SECTION B

(INSTRUCTIONS: Complete Paragraphs 4 through 7 only if: (1) you have checked the "is not" box in Paragraph 3 and (2) a DBE will participate with you in the contract for which the Bid Form is submitted.)

4. The Bidder certifies that _____ (insert name of participant) will participate with the Bidder in the contract for which the Bid Form is submitted.

5. The Bidder certifies that _____ (insert name of participant) -

_____ is

_____ is not (check appropriate box)

a Disadvantaged Business Enterprise.

6. As a result of the participation of _____ (insert name of participant) with the Bidder, as specified in Paragraphs 4 and 5 above, _____ (insert name of participant) will be entitled to receive, as consideration for work performed and/or materials supplied, the sum of \$_____, which is _____% of the Bidder's bid price as specified on the Bidder's Bid Form.

(INSTRUCTIONS: Attach a copy of the Bidder's contract or agreement with the participating DBE which sets forth the terms of participation arrangement with the DBE).

7. The Bidder hereby agrees to supply to EMTA, within ten days of the awarding of the Contract to the Bidder, documentation sufficient to establish that the DBE participant is a bona fide DBE. Failure to provide such documentation may result in the cancellation of the Contract by EMTA.

SECTION C

(INSTRUCTIONS: This section is applicable only if (1) you have checked the "is not" box in Paragraph 3; and a DBE will not participate with you in the contract for which the Bid Form is submitted).

8. Section C is applicable to my situation. _____ Yes.

9. The Bidder hereby certifies that the Bidder is not a Disadvantaged Business Enterprise and that a Disadvantaged Business Enterprise will not be participating in the Contract for which the Bid Form is submitted.

10. The Bidder hereby certifies that the Bidder has made reasonable, good faith efforts to secure DBE participation in the contract for which the Bid Form is submitted, in conformity with the requirements of Paragraph 15 of EMTA's Procurement Standards. The bidder hereby agrees to supply to EMTA such documents and/or other information as may be requested by EMTA to substantiate this certification.

(INSTRUCTIONS: Such substantiating information must be attached to this Assurance Form if EMTA has established a specific DBE participation goal for this particular procurement proceeding in the Instructions to Bidders and the Bidder has failed to meet such goal. Such substantiating information must conform with the requirements of Paragraphs 4.7 and 5.1 of the EMTA Procurement Standards).

The undersigned, an authorized representative of the Bidder, herewith states that the statements set forth in above are true and correct to the best of his information, knowledge and belief.

These statements are made subject to the penalties of 18 Pa.d.S. S4904 relating to unsworn falsification to authorities and 18 Pa.C.S. S4107.2, relating to deception in the certification of minority business enterprises.

Authorized Representative of Bidder

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure.)

Signed:
