

**ERIE METROPOLITAN TRANSIT AUTHORITY  
REQUEST FOR PROPOSAL #101223**

**HRIS and Payroll System**

**ERIE METROPOLITAN TRANSIT AUTHORITY**

**Request for Proposal No. 101223**

The Erie Metropolitan Transit Authority (“EMTA”), 127 East 14<sup>th</sup> Street, Erie, PA, 16503, will receive sealed proposals at the above address until 3 p.m., prevailing time, November 6, 2023 for a fully integrated HRIS and payroll system. 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](mailto:dduran@ride-the-e.com).

# ERIE METROPOLITAN TRANSIT AUTHORITY

## INSTRUCTIONS TO PROPOSERS

In connection with your Proposal for HRIS and Payroll 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

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 Implementation Process/Timeline
  - 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 HRIS and Payroll Software
- 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 – Implementation Process/Timeline

This section of the proposal shall identify the Proposer’s work plan for the implementation of the services described in the Technical Proposal 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. This Procurement is subject to all applicable provisions of EMTA’s Procurement Policies and Procedures and Procurement Standards.

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

6. Your Proposal and attachments must be received by EMTA, 127 East 14<sup>th</sup> Street, Erie, PA, 16503 by 3:00 p.m., prevailing time, November 6, 2023, in an envelope marked “HRIS and Payroll System”. 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. 129 or via email at [dduran@ride-the-e.com](mailto:dduran@ride-the-e.com).

7. 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.

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

## SECTION 2. SPECIFICATIONS

### 2.1 PURPOSE

EMTA is seeking proposals for a cloud-based Payroll and HRIS system to accommodate the agency's current and expanding workforce. The length of the contract will be for a term of three (3) years with an option for an additional two (2) one-year terms. The system should be capable of handling all HR and payroll activities from applicant management and recruitment, onboarding, selection of benefits, to record-keeping and reporting, time and attendance, tracking benefit hours, and payroll (including tax withholding and reporting) and termination/retirements. The purpose of this RFP is to provide a competitive means to select a service provider and to obtain a cost effective, line-item proposal for the requested services.

EMTA makes no representations, warranties, or agreements with respect to this RFP. In addition, EMTA makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract. EMTA reserves the right to amend or cancel this RFP at any time for any or no reason. All amendments to this RFP shall be in writing.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.**

### 2.2 BACKGROUND

EMTA is currently hiring and expects to soon have 200-225 team members and processes payroll on a bi-weekly basis. Our current payroll provider is Paycom. The Authority has one union agreement (ATU Local 567) along with administrative and management employees, all requiring different levels and types of benefit set-up and administration. EMTA has Highmark PPO for health insurance, Highmark PPO for prescriptions, United Concordia for Dental, VBA for Vision, Lincoln for Life Insurance, Critical illness, and accident coverage. The agency uses Gallagher Bassett for Worker's Compensation. For Cobra, EMTA uses Loesel Schaaf. The Authority has 457b through Corebridge Financial and Quorum Consulting and a defined pension plan with PNC. EMTA employs First Contact HR for background screenings, and Occupational Health Center for DOT drug testing and physicals.

### 2.3 MINIMUMS

EMTA shall have no obligation to order any specific materials or related services. The order will be based upon the needs of the Authority and will be priced per the Bidder's Price Proposal Form.

## 2.4 SCOPE OF WORK

EMTA is seeking proposals to obtain and implement a comprehensive Payroll and Human Resources Information System. The system will provide the following functions and solutions should be described in bidder's technical proposal as requested.

### 2.4.1 Time and Attendance System:

- Time clock will have the ability to designate department cost with single as well as multiple transfers.
- Provide a report-writing tool with the ability to create and run customized efficient payroll reports by pulling all types of data from payroll, human resources, and time and attendance systems to suit our business needs.
- System must have the ability to track life-to-date pension contributions and the ability to update the employee balance for payments received outside of payroll deductions. It also needs to be able to update those payments to pre-tax.
- Must be able to provide an electronic report from payroll for the Authority's general ledger.
- System must be able to handle multiple (40 to 60) different and recurring schedules that can change on a minimum of a quarterly basis and proposal should demonstrate how those schedules can be assigned and re-assigned to specific employees or employee groups.
- Identify any available alerts/notifications (ex. "Employee is approaching 30-hour maximum", "PTO request approval required", etc.) the system can be programmed to send out based on Authority policies, rules, and regulations, including any alerts that may be programmed for disciplinary action.
- Provide time-clock authentication options (ex. Biometric, Optical, etc.) with separate costs for each (the Authority prefers a proximity option that is compatible with already established HID facility access system).
- Provide time system synchronization specifications.
- Identify vacation and sick time tracking capabilities (ex. real-time, bi-weekly, etc.) and the method of requesting and automation of approved time being entered into the employee's timesheet and possible interfacing with Microsoft Outlook for scheduling purposes.
- Mobile applications for all users to access information and update system within user permissions (time entry, Vacation/sick/escrow requests, account balances, etc.) via mobile phone, tablet, etc.

#### 2.4.2 Payroll System:

- **Compliance and Support**
  - Indicate proposer's ability to respond to court ordered garnishment and FOC collections and payments in a timely and accurate manner.
  - Indicate ability to handle multiple tax localities both in state and out of state.
  - Indicate ability to ensure proper tax reporting, including but not limited to W-2, 941's, etc.
  - Indicate average response time on payroll processing questions.
- **Administration**
  - Identify payroll processing timeline (ex. steps and times necessary each cycle to complete the processing of payroll).
  - Indicate proposer's ability to deliver paychecks, including any payroll reports in a timely matter.
  - Indicate bidder's direct deposit options available to EMTA (ex. Multiple checking accounts, savings accounts, etc.).
  - Indicate ability to cut more than one check to an employee per payroll, and effect on deductions.
  - Indicate ability to cut payroll checks outside of payroll cycle and the method used to accomplish that task.
  - Indicate check stub information options (ex. Vacation/sick/escrow balance, schedule worked, etc.).
  - System capabilities will include ACA reporting, EEO-1 reporting, FMLA tracking, garnishments and deductions.
  - End of quarter and end of year reporting will be available to HR and Finance Managers.

#### 2.4.3 Human Resource Information System:

- **HR Compliance and Support**
  - Indicate bidder's ability to provide HIPPA, COBRA, FMLA, ADA, EEOC, OSHA and any other HR compliance assistance (ex. posters, law updates, etc.).
  - Indicate proposer's ability to supply support with respect to the Authority's employee handbook and other HR materials.
  - Provide a description of unemployment compensation services available including but not limited to responding to claims and assistance during appeals hearings.
- **Record Maintenance & Tracking**
  - Provide a description of personnel record maintenance services, including but not limited to review of current files for required documents.
  - Describe new hire processing and reporting services to ensure timely reporting and record-keeping (electronic).
  - Describe tracking tools and capability to include uploading data from external resources to trackable fields.

2.5 CUSTOMER SERVICE

The successful Proposer shall respond to EMTA’s inquiries within one business day of receipt of contact.

2.6 DELIVERY

Delivery will be as agreed and written into the contract.

2.7 MINIMUM REQUIREMENTS FOR PRICING

Proposal prices shall include all requested deliverables as indicated in Section 2. Prices quoted shall be a firm fixed price for five (5) years from the date of any contract. Cost revisions shall not be permitted or implemented without prior consent of EMTA Procurement Department.

2.8 CHANGES TO THE RFP

EMTA may amend the RFP at any time prior to the proposal due date. Any such amendments will be issued as an addendum to the RFP and become part of the RFP.

SECTION 3. PROCUREMENT SCHEDULE

Anticipated Procurement Schedule

RFP ADVERTISED	October 12, 2023
QUESTIONS/CLARIFICATIONS BY EMAIL	October 20, 2023
RESPONSE TO QUESTIONS/CLARIFICATIONS	October 27, 2023
PROPOSALS DUE	November 6, 2023
AWARD OF CONTRACT	November 21, 2023

**CERTIFICATE 1**

**NON-COLLUSION STATEMENT**  
**ERIE METROPOLITAN TRANSIT AUTHORITY**



**a.k.a EMTA TRANSIT**

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TO: ERIE METROPOLITAN TRANSIT AUTHORITY (EMTA)

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

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TRADING AND DOING BUSINESS AS (CHECK ONE)

Individual     Partnership     Corporation

(Seal)

**Failure to Complete This Form and Submit With Proposal Will Render the Proposal  
Non-Responsive.**

**CERTIFICATE 2**

**COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Proposer Agrees:

- a. In the hiring, recruitment, placement or promotion of any employee(s) for the manufacture of supplies, compensation and benefits performance of work or any other activity required under the contract or subcontract, the Contractor, a subcontractor or any person acting on behalf of the contractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- b. The Contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
- c. The Contractor or any subcontractor 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.
- d. The Contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts/agreements relates.
- e. The Contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BM/WBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.
- f. The Contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to Contractors or subcontractors will be binding upon each Contractor or subcontractor.
- g. EMTA may cancel or terminate the contract/agreement and all money due or to become due under the contract/agreement may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, EMTA may proceed with debarment or suspension and may place the Contractor or subcontractor in the Contractor Responsibility File.

\_\_\_\_\_  
DATE

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

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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### CERTIFICATE 3

#### CONTRACTOR INTEGRITY

It is essential that those who seek to contract/agreement with EMTA observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the EMTA procurement process. In furtherance of this policy, Contractor agrees to the following:

- Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania (“Commonwealth”) and/or EMTA.
- Contractor, its affiliates, agents and employees shall not influence or attempt to influence, any EMTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
- Contractor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a EMTA or Commonwealth official or employee or to any other person at the direction or request of any EMTA or Commonwealth official or employee.
- Contractor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a EMTA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of EMTA or the Commonwealth.
- Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any official or employee of EMTA or the Commonwealth.
- Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract/agreement.
- Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this project, unless the financial interest is disclosed to EMTA in writing at the time of proposal submission and EMTA consents to the Contractor’s financial interest prior to EMTA execution of the contract/agreement.
- Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to or prepared by, Contractor under this contract/agreement or secured by Contractor from a third party in connection with the performance of this contract/agreement, without the prior approval of EMTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor’s internal assessment and review; or otherwise required by law.
- Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that EMTA may, in its sole discretion, terminate the contract/agreement for cause upon such notification or when EMTA otherwise learns that EMTA has been officially notified, charged or convicted.

- Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 PA.C.S. § 13A01 *et seq.*, and the regulations promulgated pursuant to that law.
- When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the EMTA contracting officer in writing.
- Contractor, by submission of its proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract/agreement, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract/agreement negotiations or during the term of the contract/agreement.
- Contractor shall cooperate with the Office of State Inspector General in its investigation of any alleged EMTA or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract/agreement.
- For violation of any of the above provisions, EMTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with EMTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those EMTA and the Commonwealth or EMTA may have under law, statute or regulations.
- For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
  - a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or EMTA.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or EMTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, EMTA shall be deemed to have consented by virtue of execution of this contract/agreement.
  - c. "Contractor" means the individual or entity that has entered into this agreement with EMTA, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
  - d. "Financial Interest" means:
    - (1) Ownership of more than five (5%) percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management;
  - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment or contracts/agreements of any kind;
  - f. "Immediate family" means a spouse and any unemancipated child;
  - g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a

candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Failure to Complete This Form and Submit With Proposal Will Render the Proposal Non-Responsive.**

**CERTIFICATE 4**

**LOBBYING CERTIFICATE**

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

- 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.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code (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 Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF AUTHORIZED OFFICIAL

(Applies to contracts/subcontracts with a contract sum of \$100,000 and over.)

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**CERTIFICATE 5 - 1**

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION**

- (1) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 C.F.R. Part 26 shall have the opportunity to participate in the performance of contracts/agreements financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.
  
- (2) DBE Obligation- The Proposer agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 have the opportunity to participate in the performance of contracts/agreements and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts/agreements. Proposer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.

Failure by the Proposer to carry out these requirements is a material breach of the Agreement which may result in the termination of this Agreement or such other remedy as EMTA deems appropriate.

\_\_\_\_\_ DATE  
\_\_\_\_\_ SIGNATURE  
\_\_\_\_\_ TITLE

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**CERTIFICATE 5 - 2**

**AFFADAVIT OF DISADVANTAGED BUSINESS ENTERPRISE (AS NEEDED)**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and the duly authorized representative of (the firm of) \_\_\_\_\_ doing business at \_\_\_\_\_ (include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- \_\_\_\_\_ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 C.F.R. Part 26, (D) or
- \_\_\_\_\_ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 C.F.R. Part 26 (D).

And that such firm or corporation has been organized/incorporated since \_\_\_\_\_, 20\_\_ and is controlled by one or more individuals defined as disadvantaged in 49 C.F.R. Part 26, (D).

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by EMTA to document this fact as provided for in 49 C.F.R. Part 26, (D) and (E).

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_ (SEAL)

STATE OF: \_\_\_\_\_

COUNTY/CITY OF: \_\_\_\_\_



**CERTIFICATE 6**

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

The participant (a potential sub-recipient under an Federal Transit Administration project, a potential third party contractor or a potential subcontractor under a major third party contractor), certifies, by submission of this proposal, 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 participant (sub-recipient under a Federal Transit Administration project, a potential third party contractor or a potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL RECIPIENT OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR OR A POTENTIAL SUBCONTRACTOR UNDER 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. §§3801 *et seq.* ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

(Applies to contracts/agreements and sub-contracts over \$25,000)

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Non-Responsive.**

**CERTIFICATE 7**

**PROPOSER INFORMATION SHEET**

**The following information must be provided:**

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Business Address (if different from mailing address)

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Authorized Person and Title

\_\_\_\_\_  
Signature of Authorized Person and Date

**Failure to Complete This Form and Submit With Proposal Will Render the Proposal  
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**CERTIFICATE 8**  
**PROPOSAL FORM**

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

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

Proposer agrees that, if awarded the contract/agreement, Proposer will execute the contract/agreement in accordance with the specification to the complete satisfaction and acceptance of the Authority.

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

The Proposer agrees that Proposer will not assign the proposal or any Proposer's rights, interest thereunder without the written consent of EMTA.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ATTACHMENTS TO THE REQUEST FOR PROPOSAL (RFP)

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title and Date

**Failure to Complete This Form and Submit With Proposal Will Render the Proposal Non-Responsive.**

1. **FLY AMERICA:**

The contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118 (the “Fly America” Act), and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. Parts §§301-10.131 through 301-10.143.

2. **ENERGY EFFICIENCY AND CONSERVATION:**

Vendors/Contractors shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6321 *et seq.*).

3. **CLEAN WATER:**

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 Federal Transit Administration and the appropriate U.S. EPA Regional Office. *Applies to all contracts/agreements exceeding \$150,000.*

4. **LOBBYING:**

Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

The contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The contractor and its subcontractors shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to the covered Federal actions as described by 31 U.S.C. §1352. For any contract and subcontract exceeding \$100,000, the contractor and subcontractor(s) will submit a Lobbying Certificate. (See Certificate 3). Contractors who engage in lobbying activities are required to file Standard Form—LLL, “Disclosure of Lobbying Activities” in accordance with Section 1352 of Title 31, U.S. Code.

5. **ACCESS TO RECORDS AND REPORTS, AUDITS AND INSPECTION:**

- a. **Audit and Inspection.** The contractor shall permit the authorized representatives of EMTA, U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the contract/agreement or relating to its performance and its subcontracts under this contract/agreement from the date of the contract /agreement and for three (3) years after completion or termination of the contract/agreement.
- b. **Record Retention.** The contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that EMTA, the U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the

United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of each subcontractor, involving transactions related to the subcontractor. The term "subcontractor" as used in this clause excludes: (1) Purchase Orders not exceeding \$10,000; and (2) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

**6. FEDERAL CHANGES:**

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract/agreement, unless the Federal Government determines otherwise. The contractor's failure to so comply shall constitute a material breach of this contract/agreement. 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 EMTA requests which would cause EMTA to be in violation of the FTA terms and conditions.

**7. CLEAN AIR:**

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 Federal Transit Administration and the appropriate U.S. EPA Regional Office. *Applies to all contracts/agreements exceeding \$150,000.*

**8. RESERVED:**

**9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

- A. The Federal Government is not a Party to this contract/agreement and shall not be subject to any obligations or liabilities to the contractor or any other Party (whether or not a Party to that contract/agreement) pertaining to any matter resulting from the underlying contract/agreement.
- B. The contractor agrees to include the above clause in each subcontract financed in whole or in Part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS:**

The contractor and its subcontractors acknowledge 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 contract/agreement. The contractor and its subcontractors certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to this contract/agreement or the FTA assisted project for which this contract/agreement 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 or its subcontractors to the extent the Federal Government deems appropriate.

**11. TERMINATION:**

- a. Termination for Convenience: EMTA may terminate this contract/agreement in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract/agreement close-out costs, and profit on work performed up to the time of termination. "Close-out costs" is defined as, "site deactivation costs, scrap and waste disposal costs only". Close out costs do not include labor, direct material or overhead. Within thirty (30) days of the date of the written Notice of Termination, the contractor shall promptly submit its termination claim to EMTA to be paid to the contractor. If the contractor has any property in its possession belonging to EMTA, the contractor will, within thirty (30) days of the date of the Notice of Termination, account for the same, and dispose of it in a manner directed by EMTA.

- (1) Termination for Default: If the contractor does not deliver supplies in accordance with the contract delivery schedule or if the contract/agreement is for services, the contractor fails to perform in the manner called for in the contract or if the contractor fails to comply with any other provisions of the contract/agreement, EMTA may terminate this contract/agreement for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract/agreement price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in the contract/agreement.

If it is later determined by EMTA that the contractor had an excusable reason for not performing, such as strike, fire, flood, acts of terrorism or events which are not the fault of or are beyond the control of the contractor, EMTA, after setting up a new delivery of performance schedule, may allow the contractor to continue work or treat the termination as a termination for convenience.

EMTA in its sole discretion may, in the case of a termination for default, allow the contractor a reasonably short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

- (2) Termination for Cost Type Contracts/Agreements: EMTA may terminate this contract/agreement or any portion of it, by serving a notice of termination on the contractor. The notice shall state whether the termination is for the convenience of EMTA or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract/agreement. The contractor shall account for any property in its possession paid for from funds received from EMTA or property supplied to the contractor by EMTA. If the termination is for default, EMTA may fix the fee, if the contract/agreement provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to EMTA and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of EMTA, the contractor shall be paid its contract/agreement close-out costs, and a fee, if the contract/agreement provides for a fee, in proportion to the work performed up to the time of termination. The contract/agreement does not provide for an additional fee.

If, after serving notice of termination of default, EMTA determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, EMTA, after setting up a new work schedule, may allow the contractor to continue work or treat the termination as termination for convenience.

**12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):**

The contractor agrees to comply, and assures the compliance of its subcontractors or a Participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. §6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180. The contractor agrees to, and assures that its subcontractors for any lower tier Participant will, review the "Excluded Parties Listing system at <http://sam.gov/> before entering into any contractual arrangement in connection with this Project. For any contract and subcontract exceeding \$25,000, the Contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided. (See *Certificate 5*) The certification is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the contractor or subcontractors knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, EMTA may pursue available remedies, including suspension and/or debarment. The contractor or subcontractors shall provide immediate written notice to EMTA if at any time the contractor or subcontractors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**13. PRIVACY ACT:**

- A. The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor, or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**14. CIVIL RIGHTS:**

**TITLE VI:**

During the performance of this contract/agreement, the contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 (d); Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1681-1683, 1685-88, with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102; Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. §12132; Federal transit law at 49 U.S.C. §5332; and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act", 49, C.F.R. Part 21, and any implementing requirements FTA may issue.

**EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000, and Federal transit laws at 49 U.S.C. §5332, the contractor and its subcontractor agree to comply with all applicable equal

employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* and any implementing requirements the FTA may issue. The contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The contractor and its subcontractors shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

**AMERICANS WITH DISABILITIES ACT COMPLIANCE:**

The undersigned agrees to comply with and assure that any third party contractor under this Agreement complies with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. §§12101 *et seq.* and 49 U.S.C. §322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. §1612; and the following regulations and any amendments thereto:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from the Federal Financial Assistance", 49 C.F.R. Part 27;
- U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
- Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", "28 C.F.R. Part 35;
- DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- General Services Administration regulations, "Construction and Alteration of Public Buildings", "Accommodations for the Physically Handicapped", 41 C.F.R. Part 101-19;
- Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act", 29 C.F.R. Part 1630;
- Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64 (F); and
- FTA regulations "Transportation for Elderly and Handicapped Persons" 49 C.F.R. Part 609.

**15. BREACHES AND DISPUTE RESOLUTION:**

Disputes – Disputes arising in the performance of this contract/agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of EMTA. 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 Board of Directors. 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 Board of Directors shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by EMTA, contractor shall continue performance under this contract/agreement while matters in dispute are being resolved.

Claims for Damages – Should either party to the contract/agreement suffer injury or damage to



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

Remedies – Unless this contract/agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between EMTA and the contractor arising out of or relating to this agreement, or its breach will be decided by arbitration if the parties mutually agreed or in Erie County Court of Common Pleas.

Rights and Remedies – The duties and obligations imposed by the contract/agreement 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 EMTA or its representative shall constitute a waiver of any right or duty afforded any of them under the contract/agreement, 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.