

Southeastern Regional Transit Authority

**SRTA
REQUEST FOR PROPOSAL (RFP)**

Transit Management Technologies-Consultant RFP 14-02



April 2, 2014

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I. Introduction

A. Southeastern Regional Transit Authority

The Southeastern Regional Transit Authority (the “SRTA”) is responsible for public transit services in ten (10) communities within the Southeastern Massachusetts region, and is funded with Federal, State and local subsidies, as well as farebox revenue. The SRTA was created pursuant to Massachusetts General Laws, Chapter 161B. The consultant will work under the direction of the Administrator of the SRTA and the General Manager of SouthCoast Transit Management Inc. SRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit.

B. Overview of Request for Proposal RFP

The Southeastern Regional Transit Authority (SRTA) is soliciting proposals from professional firms with experience in Transit Management Technologies to guide the SRTA in its procurement, installation and implementation of technologies improving the operational efficiency, cost effectiveness, security, marketing, customer service and satisfaction of its fixed route and demand response transit services.

The SRTA currently operates fleet of 85 buses and vans as follows:

- Four (4) Ford/Eldorado ADA Vans
- Thirteen (13) Ford/Starcraft Allstar ADA Vans
- Six (6) Ford/Shepard Brothers ADA Vans
- Two (2) Ford/Elkhart ADA Vans
- Twelve (12) thirty-five foot 35’ RTS City Buses
- Fifteen (15) thirty-five foot 35’ Gillig City Buses
- Two (2) thirty-five foot 35’ Gillig Hybrid City Buses
- Thirty-one (31) twenty-nine foot 29’ Gillig City Buses

The SRTA’s operations center is located at 65 Potomska Street in New Bedford, where a majority of the fleet is maintained and deployed. The SRTA maintains a second maintenance center at 601 Brayton Ave, Fall River. Both fixed route and paratransit are operated and dispatched by South Coast Transit Management out of these two Massachusetts locations.

All paratransit dispatching is currently performed at the 2 maintenance facilities and the daily schedules are developed on Trapeze electronically.

II. Scope:

The purpose of this RFP is to attain technical support to move new technologies forward on the SRTA’s schedule and ensure the various technologies will work effectively together.

A. Phases and Anticipated Tasks

1. Phase I Solicitation

- Develop SRTA proposed strategy
- Develop technical specifications
- Perform Cost Impact Analysis
- Recommend staged implementation based on budget

- Finalize specifications and scope
- Prepare Request for Proposal RFP
- Prepare advertisement for solicitation

2. Phase II Proposal and Selection

- Participate in pre-proposal meeting
- Review technical questions by bidders
- Prepare answers and addendums
- Participate in vendor interviews
- Participate in technical evaluation of proposals
- Participate in factory demonstration and/or site visits
- Assist in contract negotiations

3. Phase III Implementation

- Update implementation plan based on vendor proposal
- Review technology compatibility issues
- Design review process
- Develop with vendor implementation schedule
- Prepare Notice to Proceed
- Monitor schedule compliance
- System testing and acceptance

B. Transit Management Technologies (TMT):

For the purpose of this RFP, the broad scope of technologies shall include those procured as a product of these efforts in conjunction with the technical specification being prepared and referenced herein namely, technologies procured separately such as the new radio system and fare boxes. The Consultant will also be responsible for assessing our current technologies of record for compatibility and integration to include: Voice over IP Phone System, current IT server and network, I/O Controls Multiplexing onboard diagnostics, Scheidt & Bachman Farebox system, Twin Vision and Luminator signage, REI Public Announcement PA System(s) and REI Video and Audio Surveillance System. The Transit Management Technologies being considered are:

- Fixed Route Scheduling & Dispatch System
- Automatic Vehicle Location (AVL)
- Global Positioning Satellite GPS Guidance Systems for Paratransit Vans
- Mobile Data Terminal Communication System
- ADA audio and visual next stop annunciation systems
- Real-Time Traveler Information System
- Automated Passenger Counting System
- Emergency Notification System
- Vehicle and Technology Health Monitoring and Reporting
- Operations and Maintenance Software and Reporting System
- Integration with Vehicle Fare Box and Sign Systems
- Compatibility with Trapeze Scheduling Softwares
- Current On-Board Video Surveillance

III. Technical Specification

A. Possible Technologies

- **Electronic Control Module ECM** - Usually a proprietary centralized computer that integrates various technologies in accordance with SAE J1708/J1587 standards for on-board electronics.
- **Automatic Passenger Counters** - A system that automatically counts passenger boardings and deboardings.
- **On Board Security** - Improve onboard safety by insuring new technologies are compatibility with our current camera technologies as it relates to Vehicle Health Monitoring and Reporting.
- **Automated Vehicle Monitoring** - On board vehicle health monitoring system to provide real time data to the Maintenance Department. The system should allow for continuous updates to new technologies and all drive train functions, such as engine and transmission temperatures, and other engine diagnostic information or allow collection during the daily fueling, vaulting and cleaning process.
- **Fleet and Asset Management, Maintenance and Reporting** - The SRTA desires further integration of the maintenance reporting system to Microsoft's Great Plains Financial System that would collect system failures and generate work orders for in-service failures.
- **Schedule Adherence** - The SRTA is interested in Traffic Signal Priority and preemption systems. The main benefit of such a system beyond aiding on-time performance was the ability to log vehicle information at signals, enabling the SRTA to develop more accurate passenger schedules based on better data.
- **Automatic Vehicle Location (AVL)** - The system should provide real-time vehicle location information, including the location and speed of the vehicle.
- **GPS Guidance Systems (GPS)** - The vehicles should be equipped with GPS systems to allow drivers, especially in the paratransit system to quickly find or be guided to pick up and drop off locations as well as predetermined route guidance.
- **Communication System** - An improved radio communication system that supports computer aided dispatch (CAD) is required. It is also preferred that a communication system include the capability to allow vehicles to call by route number, driver number, or run number. There is an emergency button located near the driver of the vehicle that will transmit data in the event of an emergency. This button shall immediately transmit bus number, route info, location, and shall immediately provide a priority display in the dispatch and security offices.
- **Real Time Bus Arrival Departure Information** - The SRTA desires a system that provides real-time arrival and departure information for the fixed route system. The system should be linked to the SRTA web page so that customers can log in and see what time a bus is due to arrive, and its current location. The information should also be available via cell phone or by PDA, and shall be electronically posted and updated at both terminals.
- **Automatic Enunciators** - Buses will be equipped to automatically announce major stops, intersections, and transfer points, as required by the Americans with Disabilities Act. These systems should be audible both inside and outside of the vehicles.
- **Automated Driver Log In** - Drivers should be able to log into the system via the farebox or radio with a uniform single login.

- **Destination Signage Updates** - Destination signs should be capable of automatically updating at predetermined route locations, these should also be integrated into the farebox system as well as the GPS system.
- **On Board Terminals** - On board terminals for fixed route operators, supervisors and paratransit drivers. The monitors and keyboards would allow for fleet-wide announcements, instantaneous schedule changes and updates as well as pick up and drop off time updates.
- **Internet Connections** - Persons utilizing the bus should be provided with WIFI connectivity.

IV. Contents of Proposals

A. Consultants Responsibilities

1. The consultant will be required to develop specifications for each purchase of equipment and services.
2. Review of the draft specification and Phase I of section **II. Scope, A. Phases and Anticipated Tasks** shall be completed within thirty (30) days of execution of the contract.
3. The consultant will also be expected to provide project management, e.g. oversee the implementation and installation of the technologies.
4. The consultant will be expected to produce a Quality Assurance Plan (QAP) per Federal requirements.
5. The consultant will be required to provide Quality Assurance and Quality Control QA/QC for each individual procurement and implementation. The consultant will be required to review and maintain the necessary documentation needed to carryout the QA/QC function and provide that information to the grantee after testing and acceptance.

B. Required Submissions

Proposals shall include at minimum the following information:

1. Name of firm.
2. Address of firm. Location of headquarters and any field offices.
3. Name, title, telephone number and email address of contact person or persons who are authorized to represent the firm and to whom correspondence should be directed.
4. Names and addresses of all partners, officers, and directors and any other person with an ownership interest greater than 5%.
5. Names of any SRTA officials or employees who are related to any of the partners, officers, or directors of the firm or have any ownership interest in firm.
6. A description of the general experience and expertise of the firm, including the names and resumes of all professionals who will be assigned to work on the project.
7. A list of similar work including name, location, date, for which services were provided during the last five years. Identify work as completed or underway. Provide at least five references with contact information.
8. A description of the specific design related experience and expertise which the firm has available which will be applied to the work. The response here should be with

- reference to those individuals named in number 6 above.
9. Detail the types and amounts of professional insurance the firm carries and provide proof of same
 10. Federal and State taxpayer identification numbers of the firm.
 11. The RFP must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
 12. Statement which indicates "proposal and cost schedule shall be valid and binding for One Hundred Twenty (120) days following proposal due date and will become part of the contract that is negotiated with the SRTA."
 13. Other information which will document the firm's capabilities and qualifications for the work.
 14. If the company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If NO such terminations for default have been experienced by the vendor in the past five years, declare that.
 15. The SRTA will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.
 16. State that your organization in compliance with all governmental rules and regulations.

V. Consultant Qualifications

A. Minimum Qualifications

The consultant will be required to provide a description of experience in similar projects including the study, recommendation, procurement and implementation of similar projects for other transit properties or other transportation industries. The following should be considered minimum qualifications and failure to respond or include in the submission will be considered non-responsive and grounds for denial of further consideration.

1. Work completed in other similar projects. Include three former projects, and supply contact persons for each project, including reference name, title, address and contact number.
2. Provide an example of a recently completed Quality Assurance Plan for a relevant project.
3. List of persons that will be involved in the project, including individual resumes outlining the qualifications of the individual(s) to perform the project. Special emphasis should be placed on the experience of the Program Manager with regard to QA/QC responsibilities.
4. A statement of work and report on project approach. An outline of how the consultant will approach the project.

5. Costs will be negotiated based on a base contract of three (3) years, and additional one year extensions for services to be required for up to five (5) years. Exhibit F. reviewing the hours required, estimated cost and the individuals required for Phase I of the scope must be provided. Individual costs for implementation of the various phases of the project will be negotiated based upon the hourly rates listed in the proposal.
6. Proposals will be considered only from established consultants regularly engaged in the furnishing of the type of Transit Management Technologies Consultant services being requested. Each vendor is required to submit experience information.
7. Prior to final selection, consultants may be required to submit additional information which is deemed necessary to determine a consultant's qualification to respond to this RFP or for a thorough evaluation.

B. Comparative Evaluation Criteria

Proposals will be evaluated based on the following:

- 1) Understanding of this RFP. Proposers are requested to demonstrate a completed understanding of this RFP and detail how the requirements of this RFP will be fulfilled. Incomplete proposals may be deemed to be non-compliant and not given further consideration. **(20 Points)**
- 2) Demonstrated ability to meet the qualifications listed above, including the schedule for completion. **(30 Points)**
- 3) Qualifications and experience of personnel who are expected to be assigned to the work covered by the Scope of Services. **(30 Points)**
- 4) Project Approach **(10 Points)**
- 5) Cost Estimate **(10 Points)**

C. Costs Associated with Preparing Response to RFP

All costs for proposal preparation are to be borne by the proposal preparer.

D. Deadline for Submitting Proposal

To be considered, all proposals must be received by April 25, 2014. Proposals received after this date will not be considered.

E. Project Schedule

Distribution/Advertisement	April 2, 2014
Pre-proposal Meeting	April 14, 2014
Proposal Deadline	April 25, 2014
Interviews (if needed)	April 30, 2014
Contract Negotiation	week of May 5, 2014
Notice to Proceed	May 9, 2014

One (1) original copy of the proposal and Three (3) copies must be received by the SRTA prior to 1:00P.M. Friday, April 25, 2014. All copies of the proposals must be under sealed cover and plainly marked as "Transit Management Technologies Consultants RFP". Proposals shall be delivered or mailed to:

**Mr. Erik B. Rousseau, Administrator
Southeastern Regional Transit Authority
700 Pleasant Street, Suite 320
New Bedford, MA 02740**

Copies received by FAX or EMAIL shall **not** be deemed received.

Any questions regarding this proposal are to be submitted in writing to Mr. Rousseau at: procurement@srtabus.com prior to Friday, April 18, 2014. Questions after this date will not be accepted. Telephone calls will not be accepted. All bidders will receive answers to all questions asked and answered.

Terms and Conditions

- 1.** The SRTA, reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the SRTA's sole judgment, best meets the requirements of the project.
- 2.** The SRTA creates no obligation on the part of the SRTA to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, or oral interviews (if held). The SRTA reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their Proposal during discussions.
- 3. Inspection** – Proposer's shall permit, if requested, authorized representatives of the SRTA to inspect a Proposer's data, facilities, equipment and records relating to this RFP. Unsubstantiated statements or the refusal to permit audit or inspection may cause the Proposer to be deemed non-responsive.
- 4. Proprietary Information** – All Proposals shall become the property of the SRTA. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such. If more than 25% of the contents of the Proposal are specified as proprietary information, the Proposal may be deemed non-responsive by the Evaluation Committee.
- 5. Limitation on Funding** – The Contract for services resulting from this RFP will be subject to the contract between the SRTA and the availability of on going funds from the Southeastern Regional Transit Authority's funding sources. The Contract for this service is contingent upon receipt of these funds by the SRTA. In the event that funding from these sources is eliminated or decreased, the SRTA reserves the right to terminate the Contract or modify it accordingly.
- 6. Protest and Appeal Procedures** – The SRTA's procurement procedures and appeal processes are contained in Exhibit D attached hereto and made a part thereof.
- 7. Insurance** – The firm selected to perform the work described in this RFP will be required to provide evidence of public liability, worker's compensation and property damage insurance with limits of not less than \$500,000.

SRTA'S RESERVATION OF RIGHTS AND DISCLAIMERS

1. The SRTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of the SRTA and the general public, and not because of any legal requirement to do so.
2. The SRTA shall not be responsible in any manner for any costs associated with responses to this RFP.
3. The SRTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment will, under the circumstances, best serve the SRTA's interest.
4. The SRTA reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of the SRTA to do so.
5. The SRTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Proposal received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, whether or not any Proposal offers the highest monetary compensation to the SRTA or any other public entity.
6. The SRTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Respondent.
7. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The SRTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the SRTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to the SRTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the SRTA, or any third party who advised or prepared a report for the SRTA, liable or responsible therefore in any manner whatsoever.
8. The SRTA may, at any time, request further information from any Respondent, interview any Respondents to more fully understand their responses to this RFP, and require any Respondent to arrange a site visit for its Evaluation Committee.
9. The SRTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
10. Neither the expression of any Respondent's interest, nor the submission of any Respondent's qualifications and any documents or other information, nor the acceptance thereof by the SRTA, nor any correspondence, discussions, meetings or other communications between a Respondent and the SRTA, nor a determination by the SRTA that the Respondent is qualified hereunder, shall: (i) impose any obligation on the SRTA to include the Respondent in any such

further procedures which the SRTA may utilize prior to the final selection of a Respondent, (ii) be deemed to impose any obligation whatsoever on the SRTA to select the Respondent, or to enter into negotiations with the Respondent, or (iii) entitle the Respondents to any compensation or reimbursement for any costs or expenses incurred by the Respondent in connection with the Respondent's submission hereunder. No costs of responding to the RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by the SRTA.

11. The SRTA may consult individuals familiar with each Respondent regarding the Respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the RFP response. Submission of a Proposal in response to this RFP shall constitute permission for the SRTA to make such inquiries, and authorization to third parties to respond thereto.
12. The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the SRTA upon their receipt thereof. The SRTA will maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, Respondents should nevertheless be aware that any information given to the SRTA in response to this RFP or any correspondence, discussion, meeting, or other communication between the Respondent and the SRTA before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.
13. Neither the members of the SRTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent or any third party with any liability or held liable to it under any term or provision of this RFP nor any statement made herein.
14. The SRTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, due to: (i) felonious or other criminal record in any jurisdiction (domestic or foreign); (ii) a determination by the SRTA that the Respondent has failed to disclose (x) any matter that materially relates to the fitness or ability of the Respondent to perform the work and services associated with this development opportunity, or (y) a conflict of interest; or (ii) a determination that such disqualification would serve the public interest.
15. The SRTA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented; (2) require any prospective Respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this RFP if, in the opinion of the SRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

EXHIBIT A
SRTA - RFP Transit Management Technologies Consultants- 14-02
FEDERALLY REQUIRED CONTRACT CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS& RELATED ACTS

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

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

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

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

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

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1)

through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

FEDERAL CHANGES
49 CFR Part 18

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 [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

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

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

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

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

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

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

TERMINATION

49 U.S.C. Part 18, [FTA Circular 4220.1E](#)

a. Termination for Convenience (General Provision) The SRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the SRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the SRTA, the Contractor will account for the same, and dispose of it in the manner the SRTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the SRTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the SRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the SRTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The SRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately 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. If Contractor fails to remedy to the SRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the SRTA setting forth the nature of said breach or default, the SRTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the SRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the SRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the SRTA shall not limit the SRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

f. Termination for Default (Supplies and Service) 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, the SRTA may terminate this contract for default. The SRTA 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 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 SRTA.

If, after serving a notice of termination for default, the SRTA 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, the SRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5.4%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the

assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

e. The contractor must promptly notify the SRTA, 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 the SRTA.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Order 12549

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

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

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

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

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18, FTA Circular 4220.1E

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 the SRTA. 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 Administrator. 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 Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the SRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the SRTA 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 in which the SRTA is located.

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 SRTA, 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.

LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The 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

SEISMIC SAFETY REQUIREMENTS
42 U.S.C. 7701 et seq. 49 , CFR Part 41

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CLEAN AIR
42 U.S.C. 7401 et seq , 40 CFR 15.61 , 49 CFR Part 18

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

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

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

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

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

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. , 49 CFR Part 18

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

AMERICANS WITH DISABILITIES ACT (ADA)

ADA Access - This requirement applies to contracts for Architectural and Engineering Services. The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

EXHIBIT B
SRTA - RFP Transit Management Technologies Consultants- 14-02
GENERAL INFORMATION FORM
(Must be completed and submitted with Proposal)

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (check one):

Corporation Partnership Association

Joint Venture Sole Proprietorship Public Agency

Quasi-Public Agency

Other: (Explain): _____

Organization's Address: _____

Name, Title and Telephone Number of the Organization's Authorized Representative:

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide the SRTA, with the services described in the Request for Proposal Transit Management Technologies Consultant RFP 14-02

The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature

Date

EXHIBIT C
SRTA - RFP Transit Management Technologies Consultants- 14-02

CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE

_____ hereby certifies that it is not included on the U.S. Comptroller
(Name of Proposer)
General's Debarred Bidders List.

Signature of Authorized official: _____

Firm: _____

The Proposer further certifies to the best of its knowledge and belief that it and its principals

- A Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Have not within a three (3) year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.
- B 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 B of this certification.
- C Have not within a three (3) year period preceding this Proposal had any public transactions (federal, state or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this Certification, such Proposer shall attach an explanation to this Proposal.

(Check One)

_____ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

EXHIBIT D
SRTA - RFP Transit Management Technologies Consultants- 14-02
PROTEST PROCEDURES

1. General

This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the Procurement Department.

2. Definitions

"Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.

All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 4:30 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.

"Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

3. Filing of Protest

An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.

Protest must be in writing and addressed as follows:

CFO / Procurement Manager
SRTA, 700 Pleasant Street, Suite 320
New Bedford, MA 02740

ATTN: Protest - Transit Management Technologies Consultant RFP 14-02

The protester shall furnish two complete copies of the protest to the Procurement Manager, addressed as stated above.

A protest filed with the Authority shall:

- A. Include the name, address and telephone number of the protester;
- B. Include an original signed by the protester or its representative;
- C. Identify the solicitation and purchase order number;
- D. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
- E. State the form of relief requested.

No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest. A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

4. Time of Filing

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.

In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for RFP's.

The term "filed" regarding protests to SRTA means receipt of the protest submission to the SRTA's Administrator.

SRTA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

5. Notice of Protest, Submission of Authority Report and Time for Filing of Comments on Report

The Procurement Manager shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Manager shall furnish copies of the protest submissions to such parties, if requested to do so in writing. In addition, if a contract will be paid in part with funding from the FTA, then the FTA Region I office shall be notified in writing of the protest.

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

Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Manager and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Manager or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Manager will furnish a copy of the report to the protester and interested parties who have responded to the notice.

Comments on the report shall be filed by the protester and interested parties with the Procurement Manager within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Manager may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. SRTA's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Manager. Because the determination that a bidder or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in bids or proposals which can be waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that a bid or proposal is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.
8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

6. Withholding of Award and Suspension of Contract Performance

When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Manager determines in writing that urgent and compelling circumstances significantly affecting interests of SRTA will not permit waiting for the protest decision.

7. Conference Meeting

A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

Failure of the protester to file comments or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

8. Remedies

If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;
2. Re-compete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Procurement Manager determines necessary to promote compliance.

In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

9. Time for Decision by the Authority's Review Panel

The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of SRTA regarding a protest will be final.

10. Administrator Involvement

A Protester may ask the SRTA Administrator to review the decision made by the Authorities Review Panel. Review of protests by the Administrator will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest.

11. FTA Involvement

FTA Circular 4220.1F provides the following advice regarding appeals from the Authority's determination:

...A protester must exhaust all administrative remedies with the grantee (Authority) before pursuing a protest with FTA. Review of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated in that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

EXHIBIT E
SRTA - RFP Transit Management Technologies Consultants- 14-02

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word "person" shall mean any natural person, business, partnership, corporation, Union committee, club, or other organization, entity or group of individuals.

SIGNATURE: _____

NAME: _____

FIRM: _____

DATE: _____

Exhibit F. Phase or Task Estimate			
PART 1			
1. Project: Transit Management Technologies Consultant			2. RFP: 14-02
3. Name of Consultant:			4. Date:
PART 2 - Cost Summary			
5. Direct Labor (Specify Labor Categories):	Est. Hours	Hourly (\$)	Estimated (\$):
Direct Labor Total:			
6. Indirect Costs (Specify Cost Pools):	Rate	Base (\$)	Estimated (\$):
Indirect Costs Total:			
7. Subtotal Direct/Indirect Costs (items 5 & 6): \$			
8. Profit (Percentage of item 7 only): \$			
PART 3 - Reimbursable			
9. (A) Travel:			Estimated (\$):
(i) Transportation:			
(ii) Per Diem:			
Travel Subtotal:			
(B) Equipment, Materials, Supplies (Specify Categories):	Quantity	Cost (\$)	Estimated (\$):
Equipment Subtotal:			
(C) Subcontracts	Quantity	Cost (\$)	Estimated (\$):
Subcontracts Total:			
(D) Other (Specify Categories):	Quantity	Cost (\$)	Estimated (\$):
Other Subtotal:			
10. Reimbursable Subtotal (Items 9 -A, B, C, D): \$			
PART 4 - Summary			
11. Total Lines 7, 8, 10 (Negotiable): \$			