



# Request for Proposal #03272019

## Fare Collection System



*Erie Metropolitan Transit Authority*

*March 2019*

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## Section 1: General Information

### 1.1 Agency Information

Request for Proposal (RFP) No:	03272019
Procuring Agency:	Erie Metropolitan Transit Authority
Address:	127 East 14 <sup>th</sup> Street Erie, PA 16503
Procurement Manager:	Danielle Duran
Phone:	(814)-454-4012 ext. 129
Email:	<a href="mailto:dduran@ride-the-e.com">dduran@ride-the-e.com</a>

### 1.2 Objectives

EMTA is currently using an older GFI fare collection system which has reached the end of its useful life. EMTA relies heavily on this system for not only revenue collection, but also as the primary method of reporting ridership and transaction data. The primary objective of this project is to completely replace the current system with a reliable, cash-processing fare collection system.

EMTA would also like to avoid costly and/or High-Maintenance Systems. EMTA's existing fare system, while aging and unsupported, does provide a time-tested and cost-effective method of collecting revenue. EMTA has limited resources available to support the fare system and therefore will give preference to proposers whose systems have a low cost of ownership.

Due to the funding agreement, this procurement will need to be carried out through a two (2) phase process. EMTA anticipates Phase 1 funding to be released during the month of March of the current year. Phase 2 funding is anticipated to be released March 2020. The expected completion date of the project is June 2020.

### 1.3 Scope of Work

#### **Base Fare System Tasks Summary**

1. The Vendor will supply Fareboxes and all peripheral components as described in 'Base Fare System Requirements'. The vendor is responsible for installation of these components.
2. The Vendor will install a new vault and associated equipment in the existing vault room at EMTA's main facility on 14<sup>th</sup> Street in Erie, Pennsylvania
3. The Vendor will install and configure a Centralized Data Processing System (CDPS) as described in '5 System Requirements'.
4. The Vendor will provide documentation and training as described in 'Base Fare System Requirements'.
5. The Vendor will provide one year of system warranty, support, and maintenance. The vendor will also provide options for 5 additional years of warranty, support, and maintenance.

### Optional Fare System Tasks Summary

1. **Full integration with AVL System:** This level of integration is EMTA's preference. The objective is to create a link between the AVL data and the Fare system, resulting in more usable and reliable data. Data from the fare system will be easily correlated
2. **Mobile Ticketing:** Mobile Ticketing (MT) could potentially offer an alternative to many of the visually inspected fare products that EMTA currently offers.

## Section 2: Instructions to Proposers

### 2.1 Agency Information

By submitting a proposal, the proposer represents that:

1. Proposer has carefully studied the Proposal Documents. Proposer understands the Proposal Documents and the proposal is fully in accordance with the requirements of those documents,
2. Proposer has thoroughly examined the ride-the-e.com site, has become familiar with EMTA services which might directly or indirectly affect the contract work, and has correlated its personal observations with the requirements of the proposed Contract Documents, and
3. Proposal is based on the materials, design, and services required by the Proposal Documents without exception.

### 2.2 Proposal Documents

1. Copies-
  - a) Copies of the Instruction to Proposers can be obtained online at [www.ride-the-e.com](http://www.ride-the-e.com) or in person at 127 E 14<sup>th</sup> Street, Erie, PA 16503 or request to be mailed by calling Ms. Danielle Duran at 814-454-4012 extension 129.
2. Interpretation or Correction of Proposal Documents-
  - a) If any proposer, in his study of the Proposal Documents, is in doubt as to the true meaning of any part of the Proposal Documents or finds errors, discrepancies, or omissions in them, shall request interpretation or correction of those errors, discrepancies, and omissions by the Grants and Planning Manager.
  - b) Request for such clarification shall be in writing and be received by the Grants and Planning Manager by 2 pm on **April 22, 2019**.
  - c) Addenda, if necessary, will be sent to the Responders List and be available online at [www.ride-the-e.com](http://www.ride-the-e.com).

### 2.3 Proposal Procedures

1. Form and Style of Proposal –
  - a) Proposal shall be prepared on Contractor's Forms, except forms that must be completed in Part 4 – Required Forms Section.
  - b) Signatures shall be executed by representative of proposer duly authorized to make contracts.
2. Submission of Proposals –

- a) Submit proposal and four (4) copies in envelope containing Technical Proposal, Cost Proposal and all required materials. Envelopes shall be sealed, bear proposer’s name, and be addressed as follows –

Erie Metropolitan Transit Authority  
 Fare System RFP  
 127 East 14<sup>th</sup> Street  
 Erie, PA 16503  
 Attention: Danielle Duran – Grants and Planning Manager

- b) It is proposer’s sole responsibility to see that its proposal is received at specified time. Proposals received after specified time will be returned unopened.
- c) No oral, facsimile transmitted, telegraphic or telephonic proposals, modifications or cancellations will be considered.
- d) Modification or Withdrawal of Proposal – Proposer has the right to withdraw the proposal in full by notifying EMTA in writing within 7 days of proposal due date.

## 2.4 Form of Agreement Between Owner and Contractor

1. Agreement Form to be Used - Project Contract and Agreement form will be provided by awarded Contractor and reviewed by EMTA.

## 2.5 Evaluation

Proposal and required proposal documents described in Part 4. The proposal will be evaluated by a committee of EMTA Support Services and Procurement personnel. Proposals will be evaluated based on the following scoring criteria:

1	Technological Solution	20%
	<ul style="list-style-type: none"> <li>Ability to meet EMTA’s requirements</li> <li>Design, functionality, interfaces, security</li> <li>Timeliness of project schedule with deliverables</li> </ul>	
2	Qualifications & Experience	20%
	<ul style="list-style-type: none"> <li>Experience in performing work similar in nature and/or related to the work described in Scope of Work</li> <li>Experience working with transit agencies, strength and financial stability of the firm</li> <li>Demonstrated competence and follow-up after installation as evidenced by supporting references.</li> </ul>	
3	Record of Past Performance	20%
	<ul style="list-style-type: none"> <li>Proven track record of performance</li> <li>Satisfaction of key references</li> </ul>	
4	Cost	40%
	<ul style="list-style-type: none"> <li>Competitive and reasonable</li> <li>Detailed prices of system, including installation and maintenance.</li> </ul>	

## 2.6 Responder List

Only those persons who contact the Grants and Planning Manager by email or in writing will be on the Responders List. The Responders List is used to send updates and amendments regarding this RFP. EMTA will not automatically send notifications regarding this RFP to other outlets, however updates will be available on our website at [www.ride-the-e.com](http://www.ride-the-e.com). To participate in the Responders List please contact Danielle Duran at: [dduran@ride-the-e.com](mailto:dduran@ride-the-e.com).

## 2.7 Technical Questions

Final Technical Questions shall be received by EMTA by 2:00 pm April 22, 2019. EMTA will respond to the questions by April 26, 2019, via written response only. Responses will be sent to Responders list and posted online at [www.ride-the-e.com](http://www.ride-the-e.com). All technical questions should be sent to: [dduran@ride-the-e.com](mailto:dduran@ride-the-e.com).

## 2.8 Technical Proposals and All Required Material

Technical proposals and all required material are due to EMTA no later than 2:00 pm Monday, May 6<sup>th</sup>, 2019 to: 127 East 14<sup>th</sup> Street, Erie, PA 16503 with "Fare Collection System" written on package. Technical Proposals that are mailed must arrive by the deadline. Proposals can be dropped off in person at 127 East 14<sup>th</sup> Street, Erie, PA 16503.

## 2.9 Award

Notice of Award is scheduled on or before Tuesday, May 21, 2019. Contractor shall not begin work until Notice to Proceed Letter has been received, which is scheduled to occur Wednesday, May 22, 2019.

## 2.10 Substantial Project Completion

Substantial Project Completion shall occur by April 2020. Final Completion shall occur by June 2020.

## 2.11 Required Proposal Forms

Subcontractor designations, Insurances, Contractor Licenses and DBE Participation must be submitted with Proposal for proposal to be considered responsive. All required forms are contained within the proposal documents and located in Section 4: Required Proposal Forms. Non-responsive proposals may be rejected.

## 2.12 Proposers Qualifications

Proposals must meet insurance requirements on the project (Section 2.15). All proposers must execute the certification forms provided in the Instructions to Proposers for proposals to be considered responsive. Non-responsive proposals may be rejected. Proposer's past performance, organization, subcontractor selection (if applicable) and ability to perform and complete its contract in manner and within time specified, together with amount of proposal cost will be elements considered in award of contract. Proposal must list qualifications and information for the team positions used on this project.

### 2.13 Owner's Right to Reject Proposals

The Owner reserves the right to reject any or all proposals and to waive any irregularity therein. Owner reserves the right to award all or portions of the proposal titled "Project Options".

### 2.14 Negotiation

The Owner reserves the right to conduct written or oral negotiations with offerors who submit proposals within a competitive range, price and evaluation factors considered.

### 2.15 Insurance Requirements

During the project, the contractor shall maintain the following insurance:

- Comprehensive General Liability of at least \$1,000,000
- Automotive Liability of at least \$1,000,000
- Bodily Injury of at least \$1,000,000
- Property Damage of at least \$1,000,000
- Worker's Compensation (Limits required by the State of Pennsylvania)
- Employer's Liability of at least \$1,000,000

The contractor will be asked to provide proof of the above insurance before or during contract negotiations.

## Section 3: Fare System Specifications

### 3.1 Farebox

#### **Farebox Functionality**

1. The Farebox shall be service proven. The contractor shall demonstrate that the equipment can be conveniently used by persons with disabilities including persons with limited manual dexterity and persons with sight disabilities without the need for assistance or special training.
2. The Farebox shall automatically identify and count all U.S. Coins in general circulation, including any U.S. coins that may be issued during the service life of the Automatic Fare Collection System.
3. Coin mechanism shall be capable of processing coins at an insertion rate of not less than five items per second sustained.
4. The bill validator shall accept \$1, \$2, \$5, \$10, and \$20 bills. The Farebox shall be capable of accepting bills of "street quality" inserted flat and unfolded. The Farebox shall accept, correctly identify, and total valid U.S. bills while rejecting and returning to passenger torn, mutilated, partial, and counterfeit or foreign bills.
5. The Farebox shall be capable of recognizing all U.S. legal tender that may be issued over the service life of the system.
6. All U.S. coins and bills shall be deposited into a single Cashbox, securely compartmentalized to separate the coins and bills.



7. The Farebox shall be capable of electronically verifying all coins and bills inserted for fare payment. All coins and bills shall be automatically verified and identified by denomination, without operator action. All U.S. coins and bills that cannot be electronically verified shall be automatically rejected and returned to the passenger.
8. The Farebox shall assist operators with verification of the fare deposited by showing an immediate display of the value of coins and bills inserted. If the coin verification functionality is not available due to a jam or equipment malfunction, the operator shall have the ability to place the coin module into bypass mode. While in bypass mode, all coins inserted shall be directly deposited into the Cashbox.
9. A Cashbox Receiver and vault shall be installed at EMTA's main facility to securely transfer cash from surface vehicle to a secure vault.
10. The vendor is responsible for installing all components necessary to ensure a secure transfer of cash from the surface vehicle to the vault.
11. Money shall not be accessible by EMTA personnel or the public from the time of its insertion into the Farebox until the time of emptying the cash vaults.
12. The Farebox shall conform to the reliability requirements in the specification while in revenue service operations. The Farebox shall be accurate in its counting and data reporting, and shall be secure in its retention and transfer of data and collected revenue. The Farebox design shall keep operator intervention to a minimum while processing of fares on board the bus.
13. The Fareboxes shall function under the environmental and operational conditions specified and shall be designed and manufactured to provide a high degree of security against forced entry and/or unauthorized manipulation.
14. The Farebox design shall be modular for easy swap-outs of failing components (e.g. bill acceptor, coin acceptor, motors, power supply, etc.)
15. The Contractor shall provide a sufficient supply of spare parts to sustain operation of the system for a period of 5 years. Additional spare parts will be available for purchase throughout the useful life of the system.

### **Farebox Installation**

1. The Farebox shall be installed adjacent to the operator position in close proximity to the front door, and shall be positioned so that an entering passenger, including persons with disabilities, may easily insert the fare into the Farebox. The Farebox position shall allow the rapid and secure inspection of OCU data or, if required, the positioning of the data probe, and convenient removal of the Cashbox from the Farebox.
2. The Farebox shall not impede the vehicle operator from ready access to the operator seat.
3. Space and structural provisions shall be made for installation of the Farebox. Location of the fare collection device shall not restrict traffic in the vestibule, including wheelchairs if a front door loading device is used, and shall allow the driver to easily reach the Farebox controls and to view the fare register. The Fare box shall not restrict access to the driver area, shall not restrict operation of driver controls including the log on transit control head and shall not — either by itself or in combination with stanchions, transfer mounting, cutting and punching equipment, or route destination signs — **restrict the driver's field of view**. The location and mounting of the fare collection device shall allow use, without restriction, by passengers. The Farebox location shall permit accessibility to the vault for

easy manual removal or attachment of suction devices. The floor under the fare box shall be reinforced as necessary to provide a sturdy mounting platform and to prevent shaking of the fare box including when the cash box is completely full.

4. EMTA will approve the position of the fareboxes installation on all vehicles.
5. The Contractor shall ensure that the placement of the new Fareboxes meets the required maneuvering and reach ranges of ADA compliance. Relocation, removal or installation of new railings or other elements that may represent barriers that could be encountered in the vicinity of the new Farebox shall be performed as necessary to meet these requirements.

### 3.2 Operator Control Unit

#### **OCU Functionality and Mounting Options**

1. The Farebox shall be delivered with an Operator Control Unit (OCU) for operator entry of commands, passenger information and to display transactional information, errors, prompts, and other information as required by EMTA.
2. The OCU keyboard shall be large enough to allow easy use by the operator, and shall provide tactile and audible feedback to the operator on each key press. Contractor shall provide dimensional drawings of the OCU showing all buttons and displays and including the connection cable to the Farebox.

#### **OCU Keypad and Display**

1. Buttons shall provide tactile, visual, and audio feedback. Keypad buttons shall be sealed from liquids and against foreign objects. The function of the definable buttons shall be displayed on the OCU display.
2. The OCU display shall allow the operator to monitor transactions.
3. The OCU display shall indicate the type of fare transaction conducted, any fare problems, and other fare related messages.
4. The OCU display shall permit the operator to enter Passenger classifications, which shall match such Passenger classifications to fare amounts.
5. The Farebox shall also support relief operator log-on, supervisor log-on, and manager log-on. Non-revenue service log-on shall be possible for maintenance and revenue technicians.
6. Upon completion of the log-on process, a log-on record shall be established defining all of the above selections, together with the date/time stamp.

### 3.3 Audio Signals and Feedback

#### **Audible Feedback to Operator and Passengers**

1. The Farebox shall provide audio feedback or display an appropriate code to the driver depending upon certain operating conditions.
2. Media accept or reject alerts shall be assigned to produce two unique audible tones to indicate to the operator whether the media has been processed correctly (accepted as fare paid) or rejected (not accepted for some reason).

3. In the event that the fare media is invalid, a tone shall sound to indicate invalidity both to the passenger and to the operator.

### 3.4 Farebox Memory, Tables, Transactions, and Validations

#### **Farebox Memory**

1. The Farebox shall make use of solid-state memory for the storage of all transactional data.
2. Memory shall be retained without the use of batteries. Power spikes or transients, or the complete loss of power shall not cause any information or data contained in memory to be lost or altered.
3. The Farebox memory shall store counts of all actions with fare media that results in a message displayed and/or an audible tone produced. Data relating to the type of media shall be stored.
4. The Farebox control and management system shall be retained in solid-state memory and not require battery backup.
5. All persistent files shall be stored in solid state memory.
6. Persistent files are fare sets, functions and values of the trip category keys, class and activity data storage, Farebox door open, cashbox removed, and all other events and alarms.

#### **Farebox Transactions**

1. The Farebox shall securely and accurately record all transactional information, including sales data, operational errors and exception conditions, passenger information, and operator commands. At a minimum, the Farebox shall record data for all transactions as follows:
  - a) All payment transactions
  - b) Type of media processed
  - c) All operator fare classification commands
  - d) Route
  - e) Block
  - f) Latitude and Longitude
  - g) Farebox power off
  - h) Farebox power on
  - i) Operator log-on
  - j) Operator log off
  - k) Door/cover opened (including identifications of door/cover)
  - l) Door/cover closed (including identification of door/cover)
  - m) Successful data transfer of transactional data
  - n) Unsuccessful data transfer of transactional data
  - o) Successful download of Farebox configuration data
  - p) Unsuccessful download of Farebox configuration data
  - q) Cashbox access door opened
  - r) Cashbox access door closed
  - s) Cashbox removed by unique asset ID
  - t) Cashbox inserted by unique asset ID
  - u) Farebox errors and intrusions

- v) Coin Jams
  - w) Clearance of coin jams
  - x) Bill jams
  - y) Clearance of bill jams
  - z) New fare set selected
  - aa) Lost Connection
  - bb) Date and time of payment
2. The Farebox shall permit the operator to enter Passenger classifications through the OCU, which shall match such Passenger classifications to fare amounts.
  3. The Farebox shall record all errors and exceptions including errors resulting from jammed bills or coins, mechanical malfunctions, operator errors and all such conditions where the normal operation of the Farebox may be disrupted. An individual record with date, time, and other relevant details, shall be written for each occurrence of an error or exception. Errors and exceptions shall be recorded in such detail that an analysis of this information shall represent a full and complete picture of the Farebox performance.
  4. All transaction and revenue data shall be date and time stamped to the highest resolution of the Farebox clock.
  5. Farebox shall provide adequate data storage capacity to store accurately and securely a minimum of 30 days of full revenue and transactional data. When the capacity of the Farebox data storage is reached, the Farebox shall suspend normal service and indicate data transfer is required.
  6. Transactional data shall be transferred to the Centralized Data Processing System (CDPS). After successful data transfer, the CDPS will direct the Farebox to delete the data from the Farebox.
  7. Alternative technologies for the storage and transfer of data, which provide the same capacities and functionality, shall be permitted, subject to the approval of EMTA.

### 3.5 Revenue Collection

#### **General**

1. While in revenue mode, the Farebox shall be capable of continuously and automatically accepting and verifying all coins and bills presented for payment. Coins and bills that are successfully verified shall be deposited into the Cashbox, and their value shall be displayed on the OCU and on the passenger display.
2. The default fare is "Full Fare". The Farebox shall automatically classify a transaction as "Full Fare" if that amount is entered and the operator does not press a fare class key within a software configurable timeout period.

#### **Coin Handling**

1. The coin validator shall be capable of processing and validating coins and tokens. The coin validator shall determine the validity of inserted coins based on their metallic content and shall be capable of distinguishing between ten (10) different valid coins/tokens provided each item has a distinctive metallic signature.

2. The coin validator shall accept, validate, and count the value of pennies (1 cent), nickels (5 cents), dimes (10 cents), quarters (25 cents), and dollar coins (\$1.00).
3. The validator and associated logic shall be solid state, employing no motors or moving parts for the validation process. Coins accepted by the validator shall have their value recorded in the Farebox ECU unit. The passenger and OCU shall correctly display the fare paid.
4. The cash handling mechanisms shall accept and accurately count “street quality” coins. The Farebox shall be resistant to jams or malfunctions created by coins, or foreign objects.
5. The operator shall have the option to bypass the coin return and accept a rejected coin.

### **Bill Handling**

1. The bill validator shall be capable of processing and validating U.S. issued banknotes.
2. The bill validator shall not be susceptible to the accidental entry of coins
3. The mechanism used to transport the inserted bills to the validator shall not require precise insertion by the passenger. A guide surface shall assist in the entry of the banknote into the validator.
4. The bill transport shall accept “street” condition bills including wrinkled, torn, folded, or damp bills without jamming.

### **Currency Insertion and Rejection**

1. The bill validator shall accept an inserted bill in any one of four orientations – face up, face down, either end first. The acceptor logic shall examine the inserted bill and determine its validity and denomination.
2. Invalid currency and denominations that have been programmed for acceptance by the Farebox shall be rejected.
3. All bogus bills, foreign currency, and photocopies of valid currency shall be rejected. Additionally, The Farebox shall reject:
  - Bills inserted into the transport in folded condition, thus reducing the overall length of the bill by more than ½” (one-half inch)
  - Bills having tears more than ½” long.
  - Bills having internal holes or tears
  - Bills having tape or other foreign material adhering to it
4. If a bill is rejected, the transport mechanism shall reverse and the item shall be returned to the passenger.
5. Processing time shall be less than two (2) seconds per bill regardless of the denomination being processed, as measured from the time the bill acceptor begins to draw in an inserted bill until it is ready to accept another bill.

### **Manual Override**

1. Upon examining a rejected bill and deciding that it should be accepted, the bus operator shall have the ability to activate an “accept next bill” feature using the Farebox keypad. This feature shall allow the bill validator to accept the next inserted item without regard to its validity.

### **Jam Clearing and Bypass**

1. The Farebox shall continuously monitor the coin and bill handling systems, and shall automatically sense and report bill and coin jams.
2. All detected jam conditions shall be recorded in the Farebox transactional data, and displayed to the operator on the operator control unit display.
3. Upon sensing a jam, the coin or bill processing shall be disabled until the jam is cleared.
4. Through OCU commands, the operator will have the ability to attempt to clear bill jams, if possible. After completion of the jam clearance function, bill processing shall be automatically re-enabled.
5. In the event that the coin slot is jammed or coin validator is inoperative, a means shall be provided to permit coins to pass directly from the coin insertion slot to the Cashbox, bypassing the coin validator. Coins processed in this manner shall not be counted or registered by the Farebox.
6. Use of this coin bypass mechanism shall not affect the security of the Farebox or the collected revenue. Activation of the coin bypass mechanism shall require deliberate action by the operator. The Farebox shall provide visual indication of the bypass to alert the operator of the bypass mode.
7. When the coin bypass is activated, bills and optional electronic fare cards shall continue to be accepted, registered and processed in a normal manner.
8. The bill and coin handling units shall be designed for ease of clearing coin and bill jams while the bus is in service.

## **3.6 Cashbox**

### **Cashbox Design and Functionality**

1. The Cashbox shall have two individual and separate compartments to receive and retain coins and bills in their respective compartments. The Cashbox shall maintain separation of coins and bills at all times. The Cashbox shall have a minimum storage capacity of 600 bills, \$500 in mixed coins and 200 tokens.
2. The Cashbox shall be constructed of a durable, lightweight material. Rough service shall not cause the Cashbox to become distorted or inoperable. A fully loaded Cashbox shall suffer no operational impediment or security breach, if dropped in the upright position to a hard floor and landing on its bottom or bottom corner from a height of 36 inches. The Cashbox shall not distort when filled to capacity.
3. The Cashbox shall be designed in such a way that it securely locks during revenue service. After removal from the Farebox, the Cashbox shall remain locked until placed in a Receiver Vault as described below.
4. Cashboxes shall be interchangeable among fareboxes. The Cashbox shall fit into the Farebox only in a singularly correct position and shall easily be placed into the ready position to collect revenue. The

Cashbox insertion and removal procedure shall be designed to guide positively the Cashbox into and out of the Farebox and the Cashbox Receiver.

5. Under normal operations, the Farebox shall recognize the presence of a Cashbox properly engaged and ready for service. The absence of a Cashbox properly engaged shall cause the Farebox not to accept monies until the Cashbox is properly engaged. The method employed shall be subject to the approval of EMTA.
6. The Cashbox shall be designed to minimize risks to personnel associated with lifting, replacing and carrying the Cashboxes between the buses and the Receivers.
7. The Farebox shall automatically monitor the level of bills and coins deposited in the Cashbox, and shall, without disclosing the contents of the Farebox, send an alarm to the operator when the Cashbox reaches a software configurable percentage of bill or coin capacity for appropriate action (i.e., notify dispatcher). The alarm shall remain active until the Cashbox is extracted. Separate alarms shall be provided for the bills and coins.
8. When the coin capacity reaches 100% of the configuration amount, the Farebox shall notify the operator and automatically disable coin acceptance. After coin acceptance is disabled, the Farebox shall reject all inserted coins and return them to a passenger. When bill capacity reaches 100% of the configuration amount, the Farebox shall automatically cease accepting bills. The Farebox passenger display shall be software configurable to notify passengers automatically when coin and/or bill acceptance is turned off.

#### **Electronic Cashbox Access Door Locking System**

1. The Farebox cashbox access door shall be mechanically latched.
2. The mechanism to unlatch and gain access shall be security code, electronic key, or other secure method.
3. The Farebox control system shall permit the cashbox door to be unlatched for maintenance by entering special access control codes on the OCU.
4. The electronic key shall be modifiable by downloading Farebox configuration data under a secure transmission from CDPS.

### **3.7 Farebox Power**

#### **General**

1. The Farebox power supply shall include adequate filters and other provisions to regulate the vehicle supplied power to suppress power spikes, noise and low voltage transients that could contribute to availability, erroneous signals or corruption of data.
2. The power supply shall be isolated from electrical interference caused by such items as fluorescent lights, bus alternators, air conditioning units, radios, etc. Loss and restoration of power shall not result in any corruption of the data in Farebox memory.
3. The Farebox shall be powered via standard 12v connection. The Farebox shall ship with all necessary cables, connectors, and other components necessary for power connection.
4. The Farebox shall monitor and record each instance of the primary power source dropping below ten volts DC.

5. A manually operated on and off switch shall be provided to turn off the power to the Farebox. It shall be accessible by authorized personnel only and located behind a locked door or cover. This switch shall be rugged, in construction, intended for industrial use and shall have two positions (ON/OFF). It shall be clearly labeled so that the switch handle position points to or is aligned with the conditions indicated by the label.

### 3.8 Data Transfer

#### General

1. Data from the Fareboxes will be transferred to the Centralized Data Processing System (CDPS). Proposers shall demonstrate ability for data transfers to be either wireless or accomplished through a manual probing device.
2. Fare Collection system data transfers shall take place at the end of each service run in a batch mode process. The data transfer process should maximize convenience and reliability while minimizing labor and time required for accomplishing this key task.
3. Upon return to the garage, data transfer process shall be secure and involve as little intervention as possible on the part of maintenance or revenue personnel. Probing process shall have the capability of uploading fare box configuration data supporting farebox functionality.
4. Preference will be given to proposals that use WLAN technology for data transfer. Contractors who provide this functionality shall provide design documents with technical specifications for integration between the Farebox and the Centralized Data Processing System via wireless WLAN.

### 3.9 Security and Access

#### Security Design

1. The Farebox and fare collection system shall be designed in a manner that establishes a direct audit trail between revenue deposited into the Farebox ("registered revenue") and revenue counted in the money room ("deposited revenue").

### 3.10 Farebox Self-Test and Diagnostics

#### General

1. The Farebox shall automatically test all components and functions on every power up. Errors detected during this self-test function shall be recorded in the Farebox transactional data, and displayed to the operator on the OCU display.
2. The performance of the Farebox shall be continuously monitored during operation, and all errors, exceptions, and anomalies shall be recorded in Farebox transactional data reported to the operator on the OCU.
3. All circuits within the Farebox shall be designed to permit testing and/or voltage measurement of the various components/boards through designated test points that are clearly indicated and accessible. If test points are not provided, the use of extended boards is permissible with EMTA approval.



### 3.11 Central Software and Reporting Systems

1. The proposal shall include a Centralized Data Processing System (CDPS) that performs the following functions:
  - a) Management of the Fareboxes and all peripheral fare system hardware
  - b) Management of Fare Policy and Structure
  - c) Repository for all data collected by the Fare System
  - d) Interface for running reports on transaction, financial and ridership data
2. Proposals will be given to proposals with web-based CDPS. If web-based, webserver and browser requirements must be described.

### 3.12 Base Revenue Collection System

#### **Stationary Vault**

1. The Cashbox in each Farebox shall be "unlocked" for removal when the Farebox receives the requisite codes.
2. The revenue deposited into the Cashbox in each Farebox shall be transferred manually to a stationary vault. The stationary vault will consist of a Cashbox Receiver and secure vault housing.
3. The vault structure shall be permanently installed. The vault structure and appurtenances shall be installed in the existing vault room. The Contractor shall specify the installation, structural, environmental and power requirements to operate and maintain the vault system. The specification shall be detailed for EMTA assessment of the impact of the Contractors vault system on cost and resources. The specification shall be quantitative and delineate construction and installation details.

### 3.13 Warranty

#### **General**

1. The Contractor shall warrant to EMTA that all of the equipment furnished under the procurement shall be free from defects in material and workmanship under normal operating use and service.
2. The Contractor shall provide such a Warranty beginning at the time of final acceptance of the system and continuing for a period of one (1) year on all equipment.
3. EMTA shall maintain the equipment in accordance with the Contractor's instructions in order to maintain this Warranty, and the Contractor shall be responsible for all shipping charges.
4. Should a "fleet defect" occur during the warranty, the Contractor may be required by EMTA to extend the Warranty on that item or class of equipment until the fleet defect problem has been eliminated. A fleet defect shall be defined as a defect, failure or malfunction that affects 5% or more of any class of equipment delivered under this contract or a systematic defect in the data system, software, several receivers or other subsystem, that affects the ability of the fare collection system to achieve its intended purpose. The determination of a "fleet defect" shall be by EMTA and shall assume that all equipment within its respective category has these defects and shall ultimately experience these same failures.

5. In the event the Contractor fails to comply within ten (10) working days to a request by EMTA to repair, replace or correct damaged or defective work, materials, specialties, equipment and accessories, EMTA shall, upon written notice to the Contractor, have authority to deduct the cost of labor and material incurred by EMTA itself in making such repairs from any compensation due or to become due the Contractor. In the event the Contractor has been paid, the Contractor agrees to reimburse EMTA for the cost thereof.
6. Contractor guarantees that a stock of replacement parts for the system, and all components thereof, will be available for a period of not less than 15 years after the date of acceptance of the completed system under this contract by EMTA.

#### **Extended Warranty**

1. The Contractor shall provide optional Warranty on all equipment for a period of five (5) years beginning after the first year of Warranty has passed.

### 3.14 Testing

#### **Contractor Testing**

1. The Contractor shall test each item of equipment provided under this Contract to assure that it is compliant with the specifications and is free of manufacturing and/or material defects. The Contractor shall submit to EMTA evidence in the form of test reports that the equipment has been tested to operate in the stated environment and electrical conditions.

#### **Environmental Test**

1. Contractor shall provide certification to EMTA that all equipment has been subjected to environmental testing that proves the suitability of the system or subsystem to the environment in which it is intended to operate. This shall include temperature, vibration, shock, electromagnetic interference, and radiated electromagnetic energy. Contractor shall supply certification for these tests to include test protocols and procedures, actual test data documenting the appropriate tests performed on the equipment and having successfully tested the equipment in conditions that simulate or duplicate transit in-service conditions.

#### **Installation Acceptance Test**

1. Before any equipment is permitted to go into revenue service, a functional test shall be conducted on all installed equipment. This test shall be performed by EMTA. The installation acceptance test shall be a sequential operation of all fare collection and processing functions on board the bus.
2. The Contractor shall submit a plan for the Installation Acceptance Test at the Final Design Review. Satisfactory performance of the installation acceptance tests shall be documented by the Contractor and approved by EMTA.

#### **Final Acceptance**

1. Final Acceptance will occur upon acceptance by EMTA of all critical items, including but not limited to EMTA verified successful operations of all delivered Farebox equipment at all EMTA divisions, EMTA approved documentation, and training. EMTA approved acceptance will occur after two weeks of consecutive operation without critical errors. If critical errors are found, the two-week acceptance period resets.

### 3.15 Training

#### **General**

1. Contractor will provide EMTA with a proposed training outline for EMTA approval at the Final Design Review.
2. EMTA reserves the right to video or record training presentations for its sole use without further costs, obligation or liability.
3. The Contractor's instructor will be well versed in the designated training area.

### 3.16 Documentation

#### **General**

1. The contractor shall provide samples of all of the following documents for approval by EMTA 60 days before delivery of the Fareboxes. Final acceptance of the system shall not take place until the Contractor has received approval of all of these documents:
  - Farebox Maintenance Manuals
  - Farebox Operations Manuals
  - Vault Manuals
  - Security Manuals
  - CDPS System Operations Manuals
  - CDPS Data Dictionary
  - CDPS Manuals Maintenance
  - Troubleshooting Guides
  - Software or tools for troubleshooting fare system
  - Returned Materials Authorization Procedure

### 3.17 Maintenance Agreement

#### **General**

1. The Contractor will include maintenance and support of the entire fare collection system for one (1) year after system acceptance.
2. The maintenance and support items shall include, but are not limited to:
  - a) On-Call customer support
  - b) Patch/update installations
  - c) CDPS system updates
  - d) Parts and parts availability
  - e) Communications

#### **Extended Maintenance Agreement**

1. The Contractor shall provide optional Support and Maintenance for a period of five (5) years beginning after the first year of Support and Maintenance has passed.
2. The Extended Support and Maintenance shall meet all of the criteria described in Section 17.1 above.

## Fare System Options Specifications

### 3.18 Optional: Transfer Printing

1. A Transfer Printer shall be installed on all buses for any passenger that requires a transfer ticket in addition to the standard fare.
2. The Transfer Printer shall interface with the Farebox and Operator Control Panel and shall dispense tickets automatically once the proper fare type and ticket option has been selected on the Operator Control Panel and the proper amount of cash is inserted into the Farebox
3. The Transfer Printer shall be able to use thermal print and be able to print Date/Time, Day Code, Agency Name, etc.

### 3.19 OPTIONAL: Full Interaction with CAD/AVL System

#### General

1. The fare collection system shall communicate with the Transit's computer-aided dispatch/automatic vehicle locator (CAD/AVL) system for the exchange of data and in support of integrated operational functionality.
2. EMTA currently uses The Master Scheduler (TMS) and AVAIL for its CAD/AVL system. The contractor shall enable bidirectional communication between the Farebox and the current CAD/AVL system. The Contractor shall ensure that upon purchase of a new CAD/AVL system, Farebox communication with the new CAD/AVL system will be enabled.

### 3.20 OPTIONAL: Automatic Fare Collection

#### General

1. EMTA will consider options for Automatic Fare Collection (AFC).
2. The AFC hardware may be built into the primary farebox or exist as stand-alone components.
3. The AFC system shall be capable of processing one or more of the following media types: Magnetic Stripe Card, Near Field Communication (NFC), or smart card.
4. The AFC system shall be Account-Based meaning that transit value shall reside in an account rather than on the card itself. The account shall be accessed via a digital signature read from a card by the AFC system.
5. The AFC solution will not require the purchase or operation of Ticket Vending Machines (TVM's).
6. The AFC system shall support a variety of fare policies including, but not limited to:
  - The use of pass products
  - Transfer rights
  - Discounts for special fare programs
  - Credit-based, calendar-based, and time-based passes
  - Stored value products
7. The AFC system shall include the following security measures:
  - Fare media authentication

- Message Protections
  - Sensitive data storage
  - System monitoring and testing
  - Procedures for handling data breaches
8. The AFC system shall process electronic media with or without driver intervention.
  9. The AFC system shall be managed via the CDPS described in Section 11 of the Base Fare System Requirements. All of the applicable functionality performed by the CDPS for the Fareboxes shall also be performed for the AFC system.
  10. Ridership and Revenue data from the AFC system shall be stored in a common database located on the CDPS. EMTA employees will have the ability to run pre-designed reports containing data from both/either AFC transactions and non-AFC transactions.

### 3.21 OPTIONAL: Mobile Ticketing

#### **General**

1. EMTA will consider proposals with options for a Mobile Ticketing Application.
2. The Application shall provide the ability to purchase and store tickets on a mobile device.
3. EMTA's preference is that Application shall be electronically validated by a reader device of any of the following technologies:
  - QR/Barcode reader
  - Near Field Communications (NFC)
4. The Application shall be visually inspectable with at least one dynamic element to protect against fraud, including but not limited to:
  - QR/Barcode
  - Countdown timer
  - Timestamp
  - Animation
5. The Mobile Ticketing Application shall include a reporting feature that stores data in a common database located on the CDPS for the purpose of running comprehensive fare system reports.

## Section 4: Required Forms

### 4.1 Price Schedule

Vendor Name: \_\_\_\_\_

Page 1 of 2

Item	Description	Quantity	Per Unit Price (\$)	Ext. Price (\$)
<b>Base Fare System</b>				
1	<b>Fareboxes-</b> Section 1 of Base Fare	90	\$	\$
2	<b>Cashbox Receiver &amp; Vault</b> – Base Fare System Requirements Section	1	\$	\$
3	<b>Cashbox Receiver and Vault Installation</b> – Base Fare System Requirements Section	1	\$	\$
4	<b>Data Transfer System</b> – Base Fare System Requirements Section	1	\$	\$
5	<b>Centralized Data Processing System (CDPS)</b> – Base Fare System Requirements Section	1	\$	\$
6	<b>Spare Parts</b> – Base Fare System Requirements Section		\$	
7	<b>Year 1 Warranty</b> – ‘Base Fare System Requirements’ Section	1	\$	\$
8	<b>Year 1 Support and Maintenance</b> – for year 1 system lifecycle as described in the ‘Base Fare System Requirements Section	1	\$	\$
9	<b>Project Management, Support, and Travel</b> – All administrative costs for implementation.	1	\$	\$
10	<b>Other Costs (Describe)</b>	1	\$	\$

Item	Description	Quantity	Per Unit Price (\$)	Ext. Price (\$)
<b>Fare System Options</b>				
1	<b>5-year Extended Warranty</b> – For years 2-6 of system lifecycle as described in section 1.3 of ‘Base Fare System Requirements’.	1	\$	\$
2	<b>5-year Extended Support and Maintenance</b> – for years 2-6 of system lifecycle as described in the section of ‘Base Fare System Requirements’.	1	\$	\$
3	<b>5-year Pricing for Fareboxes</b> - Guaranteed pricing for additional fareboxes (for fleet expansion). This pricing will be honored for 5 years beyond the date of system acceptance	1	\$	\$
4	<b>Transfer Printing</b> – Fareboxes have the ability to print transfers as described in ‘Optional Fare System Components’ (Section 1)			
5	<b>Full Integration with CAD/AVL System</b> – Full integration with existing MDT’s as described in section 2 of ‘Optional Fare System Components’.	1	\$	\$
6	<b>AFC (Automatic Fare Collection)</b> – Account based electronic fare system as described in section 3 of ‘Optional Fare System Components’.	1	\$	\$
7	<b>Mobile Ticketing</b> – Smartphone-based ticketing application as described in Section 4 of ‘Optional Fare System Components’.	1	\$	\$

#### 4.2 Offeror Service and Parts Support Data Form

**Location of nearest Technical Service Representative to Procuring Agency:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Offeror to describe technical services readily available from said representative.

**Location of nearest Parts Distribution Center to Procuring Agency:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Offeror shall describe the extent of parts available at said center.

**Policy for Delivery of Parts and Components to be purchased for Service and Maintenance:**

Regular Method of Shipment: \_\_\_\_\_

Cost to Procuring Agency: \_\_\_\_\_



### 4.3 DBE Form

#### **Disadvantaged Business Enterprise Certification**

(1)

Policy – It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance or contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.

(2)

DBE Obligation – The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

#### DBE Certification

**The contractor hereby agrees to subcontract a minimum of \_\_\_\_% of the contract to disadvantaged business enterprises.**

**Firm Name:** \_\_\_\_\_

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

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

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

Note: If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

**(Failure to complete this form may render this bid non-responsive).**

## 4.4 Buy America Form

### **BUY AMERICA CERTIFICATE**

#### **Certification Requirement for Procurement of Steel or Manufactured Products**

*This procurement is subject to Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the proposal. A proposal, which does not include the certificate, shall be considered non-responsive.*

SIGN ONLY ONE:

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 CFR 661.7.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000)

## 4.5 Debarment

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

The Primary Participant \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. 4. Have not within three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

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

**Dun & Bradstreet Number:** \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

## 4.7 Representation

### PROPOSER'S REPRESENTATIONS

By the act of submitting a bid for the proposed Contract, the Proposer represents that:

- The Proposer and all subcontractors the Proposer intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Documents and found them complete and free from ambiguities and sufficient for the purpose intended.
- The Proposer and all workers, employees and subcontractors the Proposer intends to use shall follow all applicable codes and regulations, including but not limited to, the Americans with Disabilities Act (ADA) requirements. To that effect the successful Proposer shall be responsible to verify and construct the Project in compliance with the above stated regulations and coordinate any installations as required in order to meet the respective codes. In the event that the Project or any part thereof is found to be non-compliant, the successful Proposer shall be held solely responsible to remedy all found deficiencies at no additional cost to the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants.
- The Proposer and all workers, employees and subcontractors the Proposer intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- The proposed figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- Neither the Proposer nor any of the Proposer's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants in assembling the bid figure.

Acknowledged:

By: \_\_\_\_\_

For: \_\_\_\_\_

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

## 4.6 Certificate Regarding Lobbying

**Project Name:** \_\_\_\_\_

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contract 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 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).

(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 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 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

## Section 5: Federal Clauses

### **FLY AMERICA REQUIREMENTS**

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **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 FTA and the appropriate EPA Regional Office.

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.

### **LOBBYING**

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

### **ACCESS TO RECORDS AND REPORTS**

The Contractor agrees to provide EMTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide

the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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.

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

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

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between EMTA and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **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 FTA and the appropriate EPA Regional Office.

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.

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

#### **TERMINATION PROVISIONS**

##### **Termination for Convenience**

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

##### **Termination for Default**

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

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



## **Government-Wide Debarment and Suspension (Non-procurement)**

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

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

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

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

## **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

### **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.

### **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

### **Subcontracts**

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

## ***BREACHES AND DISPUTES RESOLUTION***

### **Disputes**

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

### **Performance During Dispute**

Unless otherwise directed by EMTA, the 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 therefrom 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 EMTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Pennsylvania.

### **Rights and Remedies**

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

action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **DISADVANTAGED BUSINESS ENTERPRISE**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. EMTA's overall goal for DBE participation is **1** %.

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from EMTA. In addition, the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify EMTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of EMTA.

### **INCORPORATION OF FTA TERMS**

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

### **VETERANS PREFERENCE**

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.