



Request for Proposal

Outsourced IT & Managed Services

ISSUED DATE: JUNE 17, 2015

SUBMISSION DATE: JULY 17, 2015 AT 3:00 P.M. EST

RFP COORDINATOR:
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1 Request for Proposal (RFP) Legal Notice

The Lehigh and Northampton Transportation Authority (“LANta”) invites you to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single organization to provide IT and managed services to LANta for a 39-month year period, beginning on October 1, 2015 and ending no later than December 31, 2018. Following the initial term, there is a possibility to renew this contract for three one-year terms.

2 Introduction to LANta

LANta is a bi-county municipal authority created under the Municipal Authorities Act of 1947 for the purpose of providing the Counties of Lehigh and Northampton with a system of public transportation that meets local market demand. LANta operates the LANtaBus division (the city bus system) directly, and subcontracts, through Easton Coach Company, Inc., the LANtaVan division (door-to-door paratransit services to meet the specialized needs of the elderly and people with disabilities). LANta also manages, under contract, the Carbon County Community Transportation (“CCCT”) division, which provides both city bus and paratransit services within Carbon County.

LANta maintains its main office in Allentown, PA. There is a satellite office in Easton, PA. In addition, LANta provides security cameras and information systems in its transit center in Allentown and Bethlehem. An Easton transit center will be added in late 2015.

LANta currently uses outside assistance for ongoing support, management and planning of its IT infrastructure. This service contract, spelled out in more detail below, will involve the oversight of LANta’s IT infrastructure; installation of hardware and software; maintenance of networks, hardware and software; technical and planning assistance; implementation, testing and maintenance of a disaster recovery plan; and implementing recovery procedures for existing systems in the event of system failure.

3 Type and Duration of Contract

LANta expects to enter into a professional services agreement, which sets forth the responsibilities of individual/firm and LANta. The contract will be on a firm fixed price, with an hourly rate for services outside the scope of the contract. The projected duration of the contract is 39 months from LANta’s notice to proceed.

4 Payment Terms

Payment terms under the contract with the winning proposer will be net 30.

5 Rejection of Proposals

LANta reserves the right to reject any and all proposals prior to issuance of a contract.

6 Incurring Costs

LANta is not liable for any costs incurred by an individual/firm prior to issuance of a contract.

7 Addenda to the RFP

If it becomes necessary to LANta reserves the right to reject any and all proposals prior to issuance of a contract.

8 Overview of Current LANta Technical Environment

LANTA currently utilizes a total of thirteen physical servers. Six servers are used for running the internal network, database, phone system and application services. A Wireless impact Network Gateway (WiNG) communications server is used to provide communications to paratransit buses. Seven physical servers are used for running the Avail Technologies Automated Transportation Management System (ATMS). Finally, a Barracuda Networks Backup Server is used to provide local and off-site, or cloud, automated backup for all LANTA servers.

LANTA has approximately 45 workstations at its Allentown and Easton buildings. Allentown and Easton are connected through a persistent VPN connection utilizing a cable modem on the Easton side.

As noted above, LANTA maintains networks (servers and workstations) located at its subcontractor operations centers, Easton Coach Company, Inc.'s in Forks Township, PA and in Nesquehoning, Carbon County PA. These networks comprise the 'Transview' network and are connected by persistent VPN connections, utilizing cable modems at the remote sites. Transview is a proprietary paratransit scheduling assist software owned by Enghouse, a Canadian software company. In October 2015, LANta will be moving to a new paratransit scheduling software developed by PennDOT ("Ecolane"). The Ecolane system is a cellular system with a cloud-based server.

The Authority maintains service and technical support and hardware warranty contracts with:

- Avail Technologies of State College, PA, for ongoing support for the ATMS and the paratransit WiNG server;
- Enghouse, of Toronto, Canada, for support for the Transview and Sched21 software applications;
- LLB Group of Glenside, PA, for the MAS90 Accounting suite;
- Dossier, of Burlington, NJ, for the Dossier maintenance information system (technical support only);
- GenFare/SPX, Inc., of Elk Grove, IL, for the GFI farebox data collection system;
- SafetyVision, of Houston, TX, for the bus onboard camera system;
- Hodges Technologies, Inc., of Easton, PA, for the internal information and announcement system (using the Marlin Company software);
- Hodges Technologies, Inc., of Easton, PA, for the camera systems at the Metro Mart (Broad and Guetter Streets, Bethlehem, PA) and the ATC (Allentown Transit Center, Allentown, PA); and,
- ET&T, of Bethlehem, PA, for the telephone system.

The Authority operates in a Windows environment and makes extensive use of the Microsoft Office Suite, Adobe Creative Cloud, SQL and other off-the-shelf programs. The winning bidder will be required to support the current and future technical environment of LANta.

9 Value Added Service Requirements

As part of this RFP, the following services are the current priority items for LANta:

- **Remote backup** – Executing a nightly backup plan for the critical servers, including a regularly-tested recovery process.
- **Data security** – Monitoring of LANta's network to ensure data is protected from theft.

- **Network and email system monitoring** – 24/7 monitoring of LANta’s network and email services with proactive communication and escalation protocols based on the severity of any unscheduled outages.
- **Preventive maintenance** – monitoring LANta’s hardware and developing a plan for routine maintenance and replacement.
- **Vendor coordination** – LANta has four (4) two systems (see detail below) for which LANta maintains service contracts. Vendor will provide support for these systems, assisting the vendors who maintain them.
- **Technology strategy planning** – Working with current IT staff to develop a long term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.
- **Solution design** – Solution packages (e.g., hardware, software, licensing) and associated consolidation of data.
- **Procurement management** – Selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.
- **Move, Add, Change (MAC)** – Changes to the location or configuration of existing equipment or software, and installation of additional equipment or software.
- **Warranty, break fixes and installation** – Planned and on-call services, including emergency response to server issues. LANta requires eight (8) hour on-site response for non-emergency issues and two (2) hour on-site response for emergency issues, or for issues with mission critical hardware and software.
- **Technical support** – Ability to support LANta’s inquiries as required, including support for remote users.
- **Reporting and communication** – Ensuring monthly reporting on all purchases, assets, current activities and issues, and project status reports.
- **IT policy review and development** – Development of customized policies related to the use of technology.
- **Unit evaluation and testing** – Formal evaluation of new hardware.
- **Implementation planning and guidance** – Assistance in deployment planning and execution.
- **Image development and management services** – Assistance in planning and designing standard images.
- **Image loading** – Prior to delivery and installation.
- **Configuration** – Full assembly of hardware and software, including testing and burn-in.
- **PC deployment** – Delivery and setup of machines on-site.
- **On-site implementation of business applications** – Installation of non-image software.
- **Asset inventory management** – Tagging, tracking, and management of warehousing and inventory.
- **Life cycle management of hardware units** – Process for end-of-life notification, replacement, and asset decommissioning/disposal.
- **Software licensing control** – Oversight of automatic renewal of software applications and maintenance of appropriate documentation.

10 Selection Criteria

LANta will use multiple criteria to select the most appropriate partner. Respondents are encouraged to be as aggressive and creative as possible in their proposals. The following list summarizes the major qualitative areas that will be evaluated, along with their overall weighting.

- Industry expertise and experience;

- Demonstrated customer service quality and support;
- Previous relevant experience;
- Vendor strength and stability;
- Account management;
- Reporting capabilities;
- Financial considerations.

11 Response Contents and Format

Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a partner.

12 Information Requirements

For the purposes of understanding more about your company and your ability to successfully fulfill this important LANta requirement, please provide the information below as part of your response, clearly referencing each specific question.

12.1 Corporate Information

1. Give a brief overview of your organization's involvement in providing IT value added services in the marketplace.
2. How long has the organization been in this business and what is your current market share?
3. Provide your organization's annual sales volumes.
4. In what cities do you maintain offices?
5. Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support?
6. How many are full-time vs. contract?
7. Please describe your relationships and experience with manufacturers and major distribution partners in the technology marketplace.
8. What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
9. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
10. Please describe your organization's experience in transitioning clients to public or private cloud technology from more traditional IT service models.
11. Please provide details of three current customer accounts that are similar in scope and requirements to those of LANta.

12.2 Proposed Approach and Solution

1. Please provide a proposed work plan for a migration to your organization as a LANta preferred vendor. Specifically, provide the following information:
 - i. Key activities
 - ii. Timing
 - iii. Information/resource requirements from LANta
 - iv. Deliverables
 - v. Key milestones, checkpoints, and other decision points
2. If we elect to move forward with your organization, what LANta resources would you require (e.g., information, data, staff resources, communication) during the course of migration and on an ongoing basis?

3. Please identify the team that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to LANta.
4. Please describe your experience in providing the following value-added services:
 - a. Remote backup
 - b. Data security
 - c. Network and email system monitoring
 - d. Vendor coordination
 - e. Technology strategy planning
 - f. Solution design
 - g. Procurement management
 - h. Move, Add, Change (MAC)
 - i. Warranty, break fixes and installation
 - j. Technical support, including remote user support
 - k. Reporting and communication
 - l. IT policy review and development
 - m. Unit evaluation and testing
 - n. Implementation planning and guidance
 - o. Image development and management services
 - p. Image loading
 - q. Configuration
 - r. PC deployment
 - s. On-site implementation of business applications
 - t. Asset inventory management
 - u. Life cycle management of hardware units
 - v. Software licensing control
5. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.
6. Can you provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies? What were the critical success factors in this transformation?

12.3 Support

1. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
2. Please provide details on your standard reporting capabilities.
3. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
4. What options are available for user training and technical training that may be required by our staff?
5. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
6. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?
7. LANta user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.

12.4 Financials

1. Describe the pricing model(s) that you typically employ for your standard services.
2. Please indicate the charges associated with each of the following services, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
 - a. Remote backup
 - b. Data security
 - c. Network and email system monitoring
 - d. Vendor coordination
 - e. Solution design
 - f. Procurement management
 - g. Move, Add, Change (MAC)
 - h. Warranty, break fixes and installation
 - i. Technical support
 - j. Reporting and communication
 - k. IT policy review and development
 - l. Unit evaluation and testing
 - m. Implementation planning and guidance
 - n. Image development and management services
 - o. Image loading
 - p. Configuration
 - q. PC deployment
 - r. On-site implementation of business applications
 - s. Asset inventory management
 - t. Life cycle management of hardware units
 - u. Software licensing control
3. Do you offer service bundles and if so, describe the effect of this bundling on pricing.

13 Communications and Response

Melissa M. Gemelli, Deputy Executive Director/CFO is the designated LANta representative for this initiative. For any information relative to this RFP, please direct all inquiries to the following contact information:

Melissa M. Gemelli, CPA
LANta
mgemelli@lantabus.com

14 Notification of Intent to Respond and Clarification Questions

Please indicate your intention to respond, by email, to the above email address by the *Intent to Respond and Questions Due* date outlined in the *Key Dates* table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, we ask that you submit any clarification questions regarding the RFP. Answers will be provided to all respondents by the *Answers Provided* date.

15 Response Delivery Instructions

Please submit an electronic copy of your proposal to the email address indicated in the *Communications and Response* section above. All responses must be received on or before the time noted (3:00 pm ET) on the *Proposals Due* date indicated in the *Key Dates* table below.

16 Vendor Presentations

Our intention is to hold presentations/demonstrations with one or more firms on the *Presentations* dates indicated in the *Key Dates* table below. The presentations will be held at LANta at 1060 Lehigh Street, Allentown, PA 18103 and we will endeavor to provide the successful firms with as much advance notice as possible.

17 Key Dates

Event	RFP Issued	Intent to Respond and Questions Due	Answers Provided	Proposals Due	Presentations
Date	June 17, 2015	June 26, 2015	June 30, 2015	July 17, 2015	TBD
Time	12:00 p.m.	3:00 p.m.	3:00 p.m.	3:00 p.m.	

18 No Obligation

The submission of a proposal shall not in any manner oblige LANta to enter into a contract or to be responsible for the costs incurred by your organization in responding to this request.

19 Agreement of Non-Disclosure

This document is considered to be proprietary and shall not be disclosed to any other party. It is designed, developed and submitted to potential partners of LANta solely for the benefit of LANta.

20 No Guarantee

LANta makes no guarantee of future volumes and offers volume information for directional purposes only, to assist vendors with proposal preparation.

21 General Conditions

The winning proposer will be required to comply with Federal Transit Administration’s Circular 4220.1F (Appendix 1) and the Minimum Required Federal Provisions (Appendix 2). Appendix 3 contains matrices of the Provisions, Certifications, Reports, Forms, and Other conditions that will apply to this contract.

IT RFP EVALUATION SCORECARD

Before giving to reviewers the Procurement Team Leader should enter each evaluation criteria to be scored in first column and indicate the priority level under the "multiplier" column. The evaluation criteria with the highest priority will have the highest multiplier, e.g., "x 10" and the lowest priority criteria will have the lowest multiplier, e.g., "x 1". Multiply the multiplier by "5" to obtain the highest number of points for each criteria (since "5" is the highest score).

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

NAME OF BIDDER: RFP TITLE: NAME OF REVIEWER:	Score <i>Unsatisfactory</i>	Score <i>Satisfactory</i>	Score <i>Good</i>	Score <i>Very Good</i>	Score <i>Excellent</i>	Score <i>Outstanding</i>	Multiplier	Points Awarded (mark score from (0-5 and multiply by multiplier)	Maximum Points Available (5 x multiplier)
	<i>0 pts</i>	<i>1 pt</i>	<i>2 pts</i>	<i>3 pts</i>	<i>4 pts</i>	<i>5 pts</i>			
EVALUATION CRITERIA LISTING									
EXAMPLE - 1						XX	(x 5)	25	25
EXAMPLE - 2				XX			(x 2)	6	10
EXAMPLE - 3			XX				(x 1)	2	5
1. Industry expertise and experience							(x 8)		
2. Demonstrated customer service quality and support							(x 10)		
3. Previous relevant experience							(x 6)		
4. Vendor strength and stability							(x 6)		
5. Account management							(x 4)		
6. Reporting capabilities							(x 4)		
7. Financial considerations							(x2)		
8. DBE Participation							(x 2)		

Comments on individual score selections or general comments during review of response:

APPENDIX 1

CIRCULAR FTA C 4220.1F
THIRD PARTY CONTRACTING REQUIREMENTS
http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

APPENDIX 2

MINIMUM REQUIRED FEDERAL PROVISIONS

LANTA is funded by the Federal government and therefore all vendors are subject to and all procurements include the contract provisions implicitly

No Federal Government Obligations to Third Parties.

(1) LANTA 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 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.

False or Fraudulent Statements or Claims

The supplier acknowledges and agrees that:

(1) 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 activities in connection with the Project. Accordingly, by accepting the purchase order, the supplier certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the purchase order. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(2) If the supplier makes a false, fictitious, or fraudulent claim, state, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.

Access to Records of Recipients and Subrecipients Upon request, the supplier agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the supplier and its subcontractors pertaining to the Project.

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 this Agreement and in agreements between the LANTA and FTA, as they may be amended or promulgated from time to time during the terms of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights Requirements

(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 that the 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, as amended, 42 U.S.C. § 2000e, and Federal transit laws, 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the 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 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 that the 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 the 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.

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

Termination of Contract

This contract may be terminated upon the occurrence of any of the following:

A. If, through any cause the supplier shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or, if the supplier shall violate any of the covenants, agreements or stipulations of the Agreement, LANTA may terminate this Agreement by giving written notice to the supplier of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The supplier will only be paid for services and materials delivered and accepted.

B. LANTA may terminate this Agreement at anytime without cause, provided that it gives written notice to the supplier of such termination, which shall be effective on the date of such notice. In the event of such termination, the supplier shall be compensated for the materials and services or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Disadvantaged Business Enterprise

It is federal and state policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to assure that disadvantaged businesses are utilized to meet DBE goals and objectives as outlined in the Grant Agreement. It is hereby declared to be the public policy of the LANTA to encourage, develop and support the full participation of disadvantaged business in LANTA contracts. "Disadvantaged Business Enterprises" as defined in Section 8(d) of the Small Business Act, is a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "owned" means that at least fifty-one percent (51%) of the business is owned by disadvantaged group members, or in case of publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged group members.

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 preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, revised February 15, 2011, 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 LANTA requests which would cause LANTA to be in violation of the FTA Terms and Conditions.

APPENDIX 3
PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER -
- MATRICES

A. THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1- 2010)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding \$10,000		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
Awards Exceeding \$25,000		
Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold (\$100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 \$150,000 standard for grants.)		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
Awards Exceeding \$100,000 by Statute		
Lobbying	OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 3.d
Clean Air		§ 25.b
Clean Water		§ 25.c

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER — MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1- 2010)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 14.b
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 14.c
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 24.a(1)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.a(2)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 24.a(3)
Bonding for Construction Activities Exceeding \$100,000	5% bid guarantee bond. 100% performance bond. Payment bond equal to: – 50% for contracts < \$1M. – 40% for contracts >\$1M – < \$5M. – \$2.5M for contracts > \$5M.	§ 15.o(1)
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.e
Nonconstruction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 32.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 32.b

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 38
Miscellaneous Special Requirements		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part 18 and 49 CFR Part 19

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with a major changeover changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron or manufactured products exceeding \$100,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding procurements exceeding \$100,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding procurements exceeding \$100,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: - 10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards Preaward Review and Post Delivery	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding \$100,000.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		49 CFR § 18.36(b)(2) 49 CFR § 19.47
Record of Procurement History		49 CFR § 18.36(b)(9) 49 CFR § 19.47
Protest Procedures		49 CFR § 18.36(b)(12)
Selection Procedures		49 CFR § 18.36(c)(3)
Cost/Price Analysis		49 CFR § 18.36(f) 49 CFR § 19.45
Justification for Noncompetitive Awards	If Applicable.	49 CFR § 18.36(b)(9) by implication 49 CFR § 19.46(b)
No Excessive Bonding Requirements		49 CFR § 18.36(h) 49 CFR § 19.48(c)(5)
No Exclusionary Specifications		49 U.S.C. § 5325(h)
No Geographic Preferences	Except for A&E Services	49 CFR § 18.36(c)(2)