

port authority of allegheny county d/b/a PITTSBURGH REGIONAL TRANSIT

REQUEST FOR PROPOSALS

for

AIS TECHNOLOGY CONSULTING SERVICES

RFP NO. 25-11

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PSSC – Pro Software Consulting

PSITS – Pro Information Technology

PSTPD – Pro Training Professional Development

OCTOBER 2025

Pittsburgh Regional Transit 345 Sixth Avenue, Third Floor Pittsburgh, Pennsylvania 15222-2527 Main Phone Number: (412) 566-5500

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1.0 General Information

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) provides a network of fixed route public transportation services to persons traveling within a 745-square mile area, including the City of Pittsburgh and all of Allegheny County. Operating a fleet of 700 buses, 80 light rail vehicles and the Monongahela Incline, and by sponsoring ACCESS (the nation's largest paratransit program of its kind for senior citizens and persons with disabilities), PRT is one of the largest and most diversified public transit agencies in the United States.

PRT provides bus service on three exclusive busways: the 4.3-mile South Busway; the 9.1-mile Martin Luther King, Jr. East Busway; and the 5-mile West Busway. PRT operates its light rail transit service, known as "the T", on a 26-mile rail system.

In addition, PRT owns and operates 4 bus operating divisions, a major bus overhaul facility, a light rail vehicle maintenance facility, a light rail transportation control center, and a major service facility that supports maintenance of PRT facilities, properties, Park and Ride lots and rights-of-way.

1.1 Introduction

PRT is requesting proposals for Information Technology Consulting and Support Services in the following categories:

- 1. Applications Support and Development
- 2. Business Analytics
- 3. Rider Centric Services including Intelligent Transportation and Vehicle Systems
- 4. Telecommunications, Networks and Servers
- 5. Audio-Visual
- 6. 3D Printing
- 7. Business Process, Infrastructure, Security Assessment and Related Information Technology Reviews / Assessments and General IT Advising
- 8. Temporary Consultants

PRT intends to enter into agreements with a pool of up to five (5) firms for each of the above-identified categories that can be called upon on an as-needed basis. While it is currently PRT's intention to enter into an agreement with a pool of up to five (5) firms per category for Categories 1 through 7, this number may be adjusted up or down at PRT's sole discretion, based upon the number of proposals received and PRT's evaluation of same in relation to its AIS services needs in the above-identified categories.

Any firm may submit a proposal for one category, all categories, or a mix of categories. The required services will be issued on a work order basis as they are approved to proceed by PRT. agreements will be for a four year period with the option to renew the term of the agreements up to two additional years, at PRT's sole discretion.

Firms that are selected for award in Category 1 through Category 7 will automatically have, as part of their Scope of Services, the opportunity to provide Category 8: Temporary Consultants.

If a firm is only interested in supplying Category 8: Temporary Consultants and is not interested in doing Project Work in Category 1 through Category 7, this should be clearly identified in the

cover letter and the firm should follow the RFP instructions for proposing on Category 8 work, where they differ from the instructions for the other categories.

PRT has been implementing various web-based systems as well as client-based systems. Some of the systems currently in use at PRT include:

- PeopleSoft HCM 9.2
- PeopleSoft Financial and Supply Chain 9.2
- Tableau
- Power BI
- ArcGIS
- Clever Devices hardware and software for various intelligent vehicle services
- Google Transit and Map services
- Trapeze ATIS Itinerary Planning System
- Trapeze Enterprise Asset Management (EAM)
- Fiix Asset Maintenance
- GIRO's HASTUS scheduling and daily systems
- Gateway Ticketing's Point-of-Sale System
- TSA Advet's Falcon Document Management System and AnyDoc OCR
- Microsoft SharePoint on-prem and Nintex workflow, SharePoint Online
- Windows desktop 10/11, Office 365 and Adobe products as the primary administrative productivity tools
- SQL Server and Oracle databases (mainly Windows with a few on Linux)
- Okta Identity Management
- Microsoft System Center and Intune systems management
- WAN/LAN consisting of 13 locations utilizing Cisco routers and switches using TCP/IP and running on a self-healing fiber-optic ring typography
- Primary Microsoft-based infrastructure built around Active Directory, Windows Server 2016 and 2019, 2022
- A mix of hosted and co-located virtualized resources for the production data center
- Maintenance support of the Rail Operations Control Center Systems including but not limited to Centralized Traffic Control System, Voice Control Systems, SCADA and CCTV
- Fare collection systems from Masabi and Scheidt & Bachmann including a data warehouse
- Various in -house developed systems using Microsoft (.Net) products

FOR YOUR INFORMATION: PRT has introduced "ebusiness" at its website, http://ebusiness.ridePRT.org, the smartest, fastest, easiest, and most efficient way to deliver and receive information regarding solicitations. and to obtain copies of RFP's, subsequent addenda and other related information. Complete the bidder registration application with close attention to identifying the Vendor Sourcing Category and Vendor Sourcing Sub-Category to describe your organization's interests.

This RFP, including supporting documents, contains all of the information necessary to prepare and submit a Proposal. **Proposers are advised to completely review this RFP and explicitly**

<u>follow the instructions herein regarding the submission of a Proposal</u>. Each Proposal shall comply with the requirements of this RFP as stated herein and all applicable federal, state and local laws.

1.2 Definitions

Throughout this RFP, the following definitions shall apply:

<u>ADA</u>: means the federal Americans with Disabilities Act, as may be amended, for Public Transportation systems

Addendum or Addenda: means an amendment made by PRT, in writing, to the RFP.

Advertisement: means the public announcement requesting Proposals for the Agreement.

<u>Agreement:</u> means the contract between PRT and Contractor to perform the Contract Services as set forth in the RFP.

<u>Contractor/Vendor</u>: These two terms may be used as one in the same and represent the: Proposer selected by PRT to perform the Contract Services as set forth in the Agreement.

<u>Contract Services:</u> means the Scope of Services as defined in the RFP and as finalized, through negotiations, and incorporated into the Agreement.

<u>Disadvantage Business Enterprise (DBE):</u> means Disadvantaged Business Enterprise as defined in 49 C.F.R., Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

<u>Diverse Business (DB):</u> means a diverse business as defined in 74 Pa. C.S. § 303, as may be amended.

<u>Ebusiness:</u> means utilization of PRT's web technology to transmit between PRT and vendors, proposers, and contractors' information for everything from procurement to contract management in the fastest, easiest and most efficient form. Ebusiness can be accessed through http://ebusiness.ridePRT.org

<u>Evaluation Committee:</u> PRT's staff appointed to evaluate, rank, and recommend all Proposals submitted in accordance with the criteria and methods contained in this RFP.

<u>FTA</u>: means Federal Transit Administration, United States Department of Transportation.

Government: means the Government of the United States of America

<u>Joint Venture:</u> means an association of two or more businesses to carry out a single business enterprise for profit for which they combine their property, capital, efforts, skills and knowledge for the purpose of proposing on an RFP and executing an agreement as a single business entity.

<u>Key Personnel</u>: means the Contractor's personnel named whom have been specifically identified and approved to function in a key capacity in managing and providing the Contract Services as set forth in the Agreement.

Notice to Proceed (NTP): means the written notice issued by PRT to Contractor directing the Contractor to proceed with the Work.

Project: means the PRT project for which the Contract Services are required.

<u>Project Manager:</u> means the individual proposed by a Proposer, and who will be responsible for the Contractor, to not only oversee the performance of the Contract Services by the Contractor, but also, who will have specific and detailed knowledge regarding PRT's programs and contracts, and who will have overall responsibility for participating in, overseeing the strategy for, and performing the analysis of, PRT's programs, plans, contracts and negotiations. The Project Manager will be PRT's direct contact, within the Contractor, regarding the performance of the Contract Services.

<u>Proposal:</u> means a written submission, in response to the RFP, by a Proposer for the Contract Services.

<u>Proposer:</u> means the individual, firm, partnership, corporation, joint venture or other entity which submits a proposal to PRT, in response to the RFP, seeking to be selected as the Contractor.

<u>PRT:</u> means Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, acting by and through its authorized officers, representatives, and agents.

Responsible: Having integrity and reliability as well as the financial and technical capacity to perform the Services.

Responsive: means the Proposal fully conforms in all respects to the RFP and the requirements of the scope of services.

RFP: means the solicitation document for the procurement of Request for Proposal Number 25-11.

Scope of Services: Sections 4 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Service: means the Contract Services.

State: The Commonwealth of Pennsylvania.

<u>Subcontractor</u>: An individual, firm, partnership, corporation, joint venture or any combination thereof having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Work including the supply of design services or installation services.

<u>Supplier</u>: means any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor by virtue of an agreement with the Contractor.

<u>Work Order</u>: means an individual work order, issued by PRT and setting forth the Contract Services to be performed, the schedule and general conditions for the performance of the required Contract Services and the not-to-exceed amount for the Contract Services, as well as any additional terms or conditions that may be applicable to the Work Order. A Work Order shall be binding on the Contractor once fully executed. Until the Work Order is fully executed, the Contractor shall not perform the referenced portions of the Contract Services.

1.3 Proposal Submission Schedule

An Information Meeting/ Pre-Bid Conference for interested parties will be held on the date and time as set forth in the Advertisement. Questions generated at the Information Meeting/ Pre-Bid Conference will be answered, if necessary, in writing by PRT. Prospective Proposers are reminded that any changes to the RFP shall be by addendum only and nothing stated at the Information Meeting/ Pre-Bid Conference shall change or qualify, in any way, any of the provisions of the RFP and shall not be binding on PRT.

Attendance is recommended but not required at the Information Meeting/ Pre-Bid Conference. However, Information Meetings/ Pre-Bid Conferences will not occur at any time other than the above designated time. The RFP and any subsequent written addendum serve as the sole basis upon which Proposers may submit proposals.

Electronic proposals in PDF version shall be submitted as indicated in the Advertisement and must be both received and time stamped by a representative of the Procurement Department at or before the time for submission of proposals set forth in the Advertisement. Proposals received or time stamped by a representative of the Procurement Department after the advertised time for the submission of proposals shall be non-responsive and therefore ineligible for award and will be returned to the Proposer. Each Proposer shall be solely responsible for assuring that its proposal is timely received and time stamped in accordance with the requirements herein.

1.4 RFP as Exclusive Basis for Proposal

The RFP represents, in writing to all Proposers, the most comprehensive and definitive statement that PRT is able to make at this time as to the requirements, terms and conditions for this proposal process and performance of Contract Services. The RFP and any subsequent written addendum shall serve as the sole basis upon which Proposers may submit Proposals. Proposers are advised to completely review the RFP and explicitly follow the instructions herein regarding the submission of a Proposal and the Scope of Services.

Each Proposal shall comply with the requirements of the RFP as stated herein and all applicable federal, state and local laws and shall be executed by a director, officer, and other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer to a contract. Any information or understanding, verbal or written, which is not contained either in the RFP, or in subsequent written addenda to the RFP, shall not be considered by a Proposer in submitting its Proposal.

PRT reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP, shall be described in written addenda. Each addendum will be available for this RFP through ebusiness for all parties. All proposers are responsible for checking ebusiness for any addenda or notifications. Failure of any prospective Proposer to receive the addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under any requirement of the RFP, as amended by an addendum. All addenda issued shall become part of the RFP.

Each Proposer shall acknowledge the receipt of each addendum in its Proposal. Failure to acknowledge receipt of an addendum in a Proposal may, at PRT's sole option, disqualify the Proposal.

<u>If assistance is required to involve Disadvantaged Business Enterprises (DBEs) or Diverse</u> Businesses (DBs) in the Contract Services, Proposers should contact PRT's PRT's <u>Disadvantaged Business Enterprises and Diverse Business Program Office at (412) 566-5342 or by e-mail at DBEProgram@ridePRT.org.</u>

<u>Proposers should contact PRT's Professional Services Contract Specialist, Mr. Fred Buckner, at (412) 566-5467 or email FBuckner@ridePRT.org for any procedural questions concerning the RFP.</u>

Only written questions or communications for the RFP will be considered for possible response. No telephone solicitations will be honored. If any questions or communications submitted necessitate a response, by PRT, an addendum will be posted on ebusiness. Only written responses provided as addendum shall be official and all other forms of communications with any director, officer, employee or agent of PRT shall not be binding upon PRT. All questions relating to the RFP must be submitted as follows:

Via mail or fax:

Office of the Director of the Procurement Department Pittsburgh Regional Transit 345 Sixth Avenue, Third Floor Pittsburgh, PA 15222-2527

Attention: Fred Buckner, Professional Services Senior Contract Specialist

Fax No.: (412) 566-5359 E-mail: FBuckner@ridePRT.org

All such questions or communications and requests must be submitted by Proposers and received by PRT no later than ten (10) calendar days before the due date for Proposals. Questions received after that time may not receive any acknowledgement or response from PRT. If it should appear to a prospective Proposer that the performance of the Contract Services, or any matter relating to the RFP, is vague, ambiguous or not sufficiently described or explained in the RFP or the Scope of Services, or that federal, state or local law, ordinance, rule, regulation or other standard or requirement, then the Proposer shall submit a written request for clarification to PRT within ten (10) calendar days.

1.5 Modifications, Deviations and Irregularities

Any individual, firm, partnership, corporation, LLC, joint venture or other entity able to meet the requirements of the RFP is invited to submit a Proposal in response to the RFP. Proposers will be bound by the provisions contained in the RFP, unless a waiver or deviation is formally issued via written addendum by PRT.

As part of the process leading to the selection, if any, of the Contractor, PRT may request additions, modifications or clarifications to the proposal. PRT will rely upon the information submitted in a Proposal if the Agreement is awarded.

PRT reserves the right to waive any minor irregularities in any proposal submitted in response to the RFP and/or to reject all proposals, in its sole discretion.

1.6 Conditions, Exceptions, Reservations or Understandings

Proposals' stating conditions, exceptions, reservations or understandings (hereinafter in this paragraph "deviations") relating to the RFP, including but not limited to proposed deviations to the RFP Sample Agreement, may be rejected by PRT, in its sole discretion. Any and all deviations must be explicitly, fully and separately stated in a Proposal, setting forth, at a minimum, the

specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by PRT. **PROPOSED DEVIATIONS MUST BE SET FORTH IN THE PROPOSAL AT THE TIME OF SUBMISSION IN ORDER TO RECEIVE CONSIDERATION**. Any deviation found by PRT to be acceptable will be evaluated in accordance with the appropriate evaluation criteria and procedures. The submission of deviations may result in the Proposer receiving a less favorable evaluation than without the deviation.

1.7 Modification or Withdrawal of Proposals

A modification of a Proposal already received by PRT will be accepted by PRT only if the modification is submitted by a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer and received by PRT prior to the due date set forth in the Advertisement for the receipt of Proposals or as made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and submitted in the same form and manner as the original Proposal.

Prior to the due date for Proposals as set forth in the Advertisement, a Proposer may withdraw a Proposal already received by PRT by submitting, in the same manner as the original Proposal to PRT, a written request for withdrawal from a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer. By submitting a Proposal, and not properly withdrawing it prior to the due date for Proposals, a Proposer agrees that it shall keep its Proposal open and shall not withdraw its Proposal for 180 calendar days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter PRT's right, in its sole discretion, to reject a Proposal.

1.8 Form of Contract

The sample Agreement, which will be used with some modifications specific to the Contract Services if the Agreement is awarded, is attached hereto as **EXHIBIT 1**. Proposers should review the sample Agreement, which includes various requirements for the Contract Services, and shall include any of its comments on the sample Agreement as part of its Proposal.

1.9 Contractor Responsibility for Subcontractors

The Contractor shall be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with the Agreement, PRT's policies, standards and criteria, and all applicable laws. All subcontracts will be subject to the review and approval of PRT. Subcontracts shall include all relevant agreement provisions identified in the Agreement.

1.10 Adverse Interest Law

This RFP is subject to the Commonwealth of Pennsylvania Adverse Interest Law, 71 P.S. §776.1, et. seq., as may be amended. This may have implications on future procurements. It is incumbent upon potential Proposers to perform their own determinations on this matter prior to submitting a proposal.

1.11 Pennsylvania's Right-to-Know Law

Upon formalization of an Agreement with a Proposer, all Proposals and other supplemental information submitted in response to this RFP will become public records, as defined by

Pennsylvania's Right-to-Know Law, 65 Pa. Con. Stat. s. 67.101, et seq., as may be amended (Law), and PRT is subject to the Law. Subject to specific exemptions under the Law, PRT is statutorily obligated to, and indeed will, make available all records deemed public in nature by the Law in response to a properly submitted Right-to-Know request.

2.0 Proposal Requirements

2.1 General Requirements

No later than the due date and time for Proposals set forth in the Advertisement, each Proposer shall submit a letter of transmittal, and a separate PDF version Proposal. The Proposal shall be written in English and shall contain all of the documents required to be submitted by the RFP and no other documents. The same requirements shall apply to any BAFOs which may be requested and submitted.

Proposals will only be accepted from a Proposer and not directly from any proposed subcontractor. Therefore, a Proposer shall work in close cooperation with its proposed subcontractors.

The Proposer shall be a comprehensive, accurate and effective presentation of the information required by Section 2.1.1.

2.1.1 Letter of Transmittal/Proposal Requirements

Proposals should be submitted with two major components:

- (1) <u>Letter of Transmittal</u>: This Letter of Transmittal shall be no greater than two (2) pages in length and shall contain the following:
 - (a) Statement as to the name, title, address, telephone, fax number(s) and email address of the director, officer or other individual (Proposer may be requested to submit appropriate proof of signatory authority) with authority to bind the Proposer in contractual matters. The Letter of Transmittal shall be signed by such director, officer or other individual.
 - (b) Statement as to the name, title, address, telephone and e-mail address of the individual to be contacted in the event that the Proposer is selected for an interview.
 - (c) Statement as to the address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state of incorporation. If a joint venture is being proposed, provide the above information for all participating firms.
 - (d) Statement that includes the following: "This Proposal, and any BAFO, shall remain in effect for and not be withdrawn for 180 calendar days after the due date for the Proposal or the BAFO."
 - (e) Statement acknowledging receipt of each and every Addendum, by Addendum number and date, that PRT may issue to the RFP.
 - (f) Statement acknowledging that any information provided with or otherwise attached to the Proposal that the Proposer may deem confidential or

proprietary in nature may be subject to disclosure under Pennsylvania's Right-to-Know Law. The Proposer shall include the following acknowledgment and release in its Letter of Transmittal:

"(Name of Proposer) acknowledges the requirements and potential applicability of the statutory requirements set forth in PENNSYLVANIA'S RIGHT-TO-KNOW LAW, 65 P.S. §§ 67.101 et seq., as may be amended. Accordingly, if the attached Proposal or any other material provided to PRT pursuant to this RFP process contains any reference to material being confidential, proprietary or restricted, in any manner, this Letter of Transmittal officially advises PRT and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that PRT determines that it is required to disclose such materials pursuant to a valid request for such information."

- (g) Statement identifying which service Proposer is proposing on:
 - 1. Applications Support and Development
 - 2. Business Analytics
 - 3. Rider Centric Services including Intelligent Transportation and Vehicle Systems
 - 4. Telecommunications, Networks and Servers
 - 5. Audio-Visual
 - 6. 3D Printing
 - 7. Business Process, Infrastructure, Security Assessment and Related Information Technology Reviews / Assessments and General IT Advising
 - 8. Temporary Consultants
- (2) <u>Proposal Requirements</u>: The Proposal should be a comprehensive, accurate and effective presentation. <u>Attachments such as brochures, promotional literature, etc., shall not be included.</u>
 - (a) One original of the Proposal hand signed shall be submitted electronically in PDF version through the PRT's eBusiness system. Please refer to Exhibit 9 – Submitting a Proposal eBusiness, for further instructions how to submit proposals.
 - (b) The Proposal shall also include an Appendix, which shall be at the end of the proposal document. The Appendix shall only contain material, which is explicitly requested to be included in the Appendix.
 - (c) No more than 50 pages, each numbered at the bottom, shall be contained within the proposal if the Proposer is proposing on a single category. If the Proposer is proposing on more than one of the categories, 10 additional pages shall be allowed in the proposal for each additional category being proposed on. Proposer shall clearly segregate information pertaining to each of the categories on which Proposer is proposing.

The page limit shall not include the Appendix material. Proposals containing more than the stated number of pages may be rejected by PRT.

- (d) The font size for all material prepared in response to this RFP shall not be less than 10 pt.
- (e) The Proposal should be contained on 8-1/2" x 11" letter size.
- f) Pages should be numbered consecutively (beginning with Page 1) throughout the entire proposal and organized in the following fashion using identifying page separators for each section of the electronic copy:

Cover: Containing RFP title and Proposer's name.

Letter of Transmittal: Letter previously described.

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Section 1 Overview of Proposer
Section 2 Experience Record
Section 3 Project Work Plan

Section 4 Project Organization and Management Plan

Section 5 Summary of Costs

Appendix The Appendix which shall only contain the

materials that are required by the RFP to be

included in the Appendix.

2.1.2 Disadvantaged Business Enterprise (DBE) / Diverse Business (DB) Participation

The Proposer/Contractor agrees to ensure that Disadvantaged Business Enterprises (each a "DBE"), as defined in 49 C.F.R., Part 26, as applicable, and Diverse Businesses (each a "DB"), as defined in 74 Pa.C.S. § 303, have the maximum opportunity to participate in the performance of contracts and subcontracts provided under, or for, this Agreement. In this regard, Proposer/Contractor shall take all necessary and reasonable steps to ensure that DBEs and DBs have the maximum opportunity to compete for, and perform contracts and subcontracts, for the Contract Services and shall document its good faith efforts to solicit subcontracts from DBEs and/or DBs. It is important to not only identify DBEs/DBs, but to explain how they will be integrated into the proposed work plan.

2.1.2.1 Disadvantaged Business Enterprise (DBE) Participation

Because some of the Contract Services may be federally funded, PRT will evaluate each work order for the Contract Services prior to issuance to determine whether to establish a DBE goal. As such, inclusion of DBE participation will be considered in the proposal evaluation process. DBEs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as the Proposer or part of a joint venture.

DBEs identified by Proposer in its proposal must be certified under the Pennsylvania Unified Certification Program (PAUCP) to be eligible towards any established DBE goal. DBEs that are currently certified under the PAUCP can be found at the PAUCP's website at https://paucp.dbesystems.com. Proposers are encouraged to consider the utilization of DBE firms that are currently certified with the PAUCP.

If the DBE being proposed for participation is not currently identified as being certified in the PAUCP database, or its certification has expired, Proposer shall immediately contact the DBE representative identified in Section 1.4 of the RFP for assistance in verifying the status of any pending certification or advancing the DBE certification process for this DBE firm.

Note that the requirements imposed by the Federal Transit Administration with respect to DBE participation may differ from other federal or state laws or regulations.

2.1.2.2 Diverse Business (DB) Participation

DBs are particularly invited to submit Proposals to perform the Contract Services outlined in the RFP, either as a Proposer of or part of a joint venture.

It is the policy of PRT that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Proposers and the Contractor agree:

- (1) To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Agreement; and
- (2) Failure of a Proposer to carry out the above requirements shall cause the Proposer to be non-responsive and ineligible for award. Also, following the award of the Agreement, if the Contractor fails to carry out the above requirements, the Contractor shall be in breach of the Agreement which may result in termination of the Agreement by PRT or such other remedy as PRT deems appropriate or as otherwise provided by law and/or in the Agreement.

2.1.2.3 Requirements for DBE/DB Participation

- (1) The Proposer shall submit with its Proposal, the following:
 - a) Name and address of DB (DBE) firms that will participate in the Contract;
 - b) A description of the work that each DB (DBE) will perform; and
 - c) The anticipated percentage of participation for each DB (DBE) firm.
- (2) The Proposer shall perform upon the request of PRT, the following:
 - (1) In order to demonstrate that good faith efforts were made by the Proposer to secure DB (DBE) participation, the Proposer shall submit the following information to PRT when requested:
 - The names, addresses and telephone numbers of DBs (DBEs) that were contacted;
 - ii) A description of the information provided to DBs (DBEs) regarding Contract Services to be performed; and
 - iii) A statement of why additional agreements with DBs (DBEs) were not reached.
 - (2) The Proposer shall make a good faith effort to assist the DBs (DBEs) contacted that need assistance in obtaining lines of credit and insurance.
 - (3) The Proposer/Contractor shall make a good faith effort to replace a DB (DBE) subcontractor with another DB (DBE). The good faith effort shall be directed at

- finding another DB (DBE) to perform, at least, the same amount of work for the Agreement as the DB (DBE) that was terminated.
- (4) The Contractor shall make a good faith effort to provide DB (DBE) subcontractors with the opportunity to perform work added to the Agreement.
- (5) The Contractor shall be required to make a good faith effort to identify additional opportunities for DB (DBE) participation, if work, which the Contractor originally intended to have performed by a DB (DBE), is reduced or eliminated as a result of an Agreement change.

The Proposer/Contractor shall meet with PRT at PRT's request to discuss the DB plan (or if applicable, DBE plan). The purpose of the meeting is to consider whether the DB (DBE) commitment of the Proposer/Contractor is in compliance with the Agreement. At the meeting, the Proposer/Contractor will have an opportunity to present information pertinent to its compliance with the applicable requirements.

2.2 Overview of Proposer

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Overview of Proposer" section of its Proposal.

2.2.1 Description of Proposer

A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size and overall number of personnel by discipline. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Project. Proposer shall also provide a general overview description of its proposed subcontractors.

2.2.2 Agent

A requirement of the Agreement is that the Contractor shall maintain, during the duration of the Agreement, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of the Contractor and the Proposer shall so acknowledge and agree.

2.2.3 Contractor/Subcontractor Percentage of Work

The Proposer shall provide, in its Proposal, a statement as to the percentage of work that will be performed by the Proposer. The Proposer shall identify all of its proposed subcontractors in its Proposal, and must identify a) the tasks they will perform, b) the percentage of the work to be performed by each subcontractor, c) their qualifications to perform the work, and d) the reason the tasks are to be subcontracted.

If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing.

2.2.4 Joint Venture

If the Proposer is a Joint Venture, the Proposer shall include a copy of any written contract or agreement, which exists between the entities forming the joint venture in the Appendix.

2.2.5 Personnel and Operations Policies

A statement of the Proposer's personnel and operations policies relative to:

- (a) Classifications of personnel normally billed directly to client including wage ranges (or rates) by discipline. If rates by discipline are used for billing purposes, provide an explanation as to the basis by which the rates are established.
- (b) Expenses normally billed directly to the client such as per diem rates, mileage rates, computer, reproduction and communication charges.
- (c) Current overhead rate (if billings are made on a cost basis) including its components and identification of the most recently performed external and annual audit report.
- (d) If the Proposer utilizes an option in addition to, or other than, an hourly fee structure, Proposer shall note what personnel or operations policies will not be affected by the alternative fee structure (such as mileage rates, reproductions costs, etc.)

2.2.6 Reserved

2.3 Experience Record

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Experience Record" section of its Proposal.

Proposer shall provide complete, concise and accurate descriptions of the Proposer's and its subcontractors experience in providing services similar to those as outlined in Section 4 of this RFP, the Scope of Services.

Particular emphasis should be placed on those projects and services performed by Proposer's and its proposed subcontractors' offices, employees and staff to be assigned to the Project. The Proposer's actual role on the identified projects, or in performing the services, shall be clearly described. The Proposer's and its proposed subcontractors' qualifications and ability to perform all identified Contract Services should be clearly discussed.

The Experience Record should include three (3) references of relevant work directly applicable to the Contract Services, and should be contract specific and include the following:

- (a) Contact name, contract title, address, telephone number and e-mail address of the client's project manager or contracting officer;
- (b) The status of the contract or services and of the Proposer's or its proposed subcontractors' work on the contract or services;
- (c) The Proposer's and its proposed subcontractors' specific involvement in the contract or services;

- (d) The Proposer's or its proposed subcontractors' project manager and staff on the identified projects that will be used, by Proposer or its proposed subcontractors, to support or perform the Contract Services; and
- (e) The contract value of the identified projects and the Proposer's or its proposed subcontractors' percentage of the work for the projects.

PRT may contact any or all firms listed in Section 2.3 regarding the quality of work, timeliness of work and general overall services provided by Proposer. PRT furthermore reserves the right to contact other clients of Proposer not listed in the Proposal for additional information on the Proposer's past experience and performance.

If the Proposer is a joint venture, furnish the above information for each entity forming the joint venture and specifically note any contract previously worked on by each entity forming the joint venture as a team, providing client references and telephone numbers.

2.4 Project Work Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Work Plan" section of its Proposal.

2.4.1 Methodology

Proposer shall identify its plan and methodology for the performance of the tasks identified under Section 4. The Work Plan should include a detailed description of the methodology for accomplishing required work tasks and their interrelationships. If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing.

Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The work tasks to be wholly or partially performed by subcontractors, particularly DBE/DB subcontractors, should be identified in the Work Plan. Proposer must also identify the category(s) for which each proposed DB firm(s) and all other subcontractors would be used.

If the Proposer is a joint venture, please describe the work tasks to be performed by each firm.

2.4.1.1 Methodology for Category 1 through Category 7

This section of the proposal shall identify in detail the methodology (custom or otherwise) used by the Proposer to take a Project from inception to completion, including but not limited to the following:

- Project Management
- Project Schedule and Work Plan
- Process by which Project Team is identified and organized
- Process by which Project Cost is determined
- · Process by which problems are identified and solved

For Category 7 specifically, Proposer should detail how it would propose to serve as General Advisor to PRT's Information Technology steering process and committee(s).

If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing.

Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

2.4.1.2 Sample Project Plan

Under this section, Proposer should include a sample project plan (or representative partial sample) from a previous project that would qualify under the category(s) of Contract Services on which the Proposer is proposing. This sample should document relevant information regarding the comprehensive and detailed nature of past, similar project plans. It is expected that such a Sample Project Plan would be no more than three pages long.

2.4.1.3 Methodology for Category 8 Only

Proposers proposing SOLELY on Category 8 should complete this section. The Proposer's Work Plan should identify the following:

- (a) Tools/techniques used to track and recruit qualified candidates.
- (b) The schedule for maintaining/updating the database.
- (c) Recruitment procedures used to ensure general availability of qualified candidates.
- (d) Specialized recruitment procedures or other resources used to recruit candidates when the database lacks appropriate candidates.
- (e) Procedures used to recruit candidates on an urgent or emergency basis.
- (f) The average number of qualified candidates for each discipline who are available for referral to PRT.

2.4.2 Flow Chart

This Work Plan shall include a flow chart which explains the sequencing and interrelationships of the work tasks graphically for all work tasks on the Project. The Work Plan flow chart shall be keyed to time and the work tasks outlined in Section 4.

2.4.3 Reserved

2.5 Project Organization and Management Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Organization and Management Plan" section of its Proposal.

2.5.1 Description of Organization and Management Plan

A detailed description of the Proposer's Organization and Management Plan which shall be established to perform the Contract Services as outlined in the RFP. The Organization and Management Plan shall clearly identify the Proposer's proposed Project Manager and key personnel associated with each work task and for the entire period covered by the Agreement. The plan shall also describe the involvement of proposed DBE/DB firms and all other subcontractors in the Project.

If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing. Proposer must also identify the category(s) for which each proposed DBE/DB firm(s) and all other subcontractors would be used.

If the Proposer is a joint venture, the company or firm affiliation of each staff member must be identified.

2.5.2 Project Organizational Chart/Resumes

A Project Organizational Chart shall be furnished which graphically depicts the above Project Organization and Management Plan for any given category. Any subcontractors should be included on the Project Organizational Chart. The plan shall also describe the involvement of DB subcontractors in any proposed project.

If Proposer is proposing on multiple categories, it shall clearly segregate information pertaining to each of the categories on which it is proposing. Proposer must also identify the category(s) for which each proposed subcontractor will be used.

The proposed Project Manager and all other key personnel identified for this Project shall be identified on the Project Organizational Chart and further on an individual Staff Résumé form, a copy of which follows as **EXHIBIT 5** (identifies minimum information required on Staff Résumé for each proposed individual). Resumes for qualified temporary consultants will not be required at this time, but will be requested at the time of a Work Order request, as further detailed in the Scope of Services, Section 4.

Each Staff Résumé form shall be complete, concise and accurate, featuring all relevant job experience over the past 10 years. The Proposer may provide more than one Résumé per page in its Proposal. *The Proposer shall include the required Résumés in this section in the Appendix*. Résumés shall not exceed a total of 20 pages if Proposer is proposing on only one service. If the Proposer is proposing on more than one of the categories, 5 additional resumes shall be allowed in the proposal for each additional category being proposed on. Proposer shall clearly segregate information pertaining to each of the categories on which Proposer is proposing.

2.5.3 Key Personnel Guarantee

A Key Personnel guarantee letter signed by the Proposer's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the Project Manager and key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

If applicable, a Key Personnel guarantee letter signed by the Subcontractor's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

Proposer and its subcontractor(s) shall identify the key personnel by name and proposed position for this Project in its key personnel guarantee letter. *Proposer shall include the required key personnel guarantee letter(s) requested in this section in the Appendix*.

2.5.4 Certification/License Requirements

Proposer shall include copies of the licenses of proposed appraisers in the Appendix.

2.6 Summary of Costs

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Summary of Costs" section of its Proposal.

The Summary of Costs shall be furnished utilizing the sample forms which follows as **EXHIBIT 6A** (for Proposer); **Exhibit 6B** (for Subcontractors); and **Exhibit 6C** (for Category 8 only – Temporary Consultants). This Summary of Costs shall be keyed to the required Project work tasks. Work to be wholly or partially performed by subcontractors should be so identified. A separate Summary of Costs is required for all subcontractors.

The Summary of Costs must be developed as follows:

(1) <u>Labor</u>

List proposed labor categories and the proposed fully burdened hourly rate range for each category for both onsite and offsite personnel. Proposer shall list minimum and maximum hourly labor rates for each job classification.

(2) Expenses

The Proposer shall specifically identify any and all eligible expenses which Proposer anticipates invoicing directly to PRT such as subcontractors, printing, communications, travel, subsistence, etc. The eligibility of expenses for reimbursement by PRT shall be governed by the Agreement and by applicable federal and state regulations. **No markup** is permitted on these expenses. Travel and subsistence reimbursements shall be consistent with PRT practices and shall not exceed those limits determined to be reasonable by PRT.

(3) Hourly Rates

Proposer shall identify each of the proposed individuals on the Project, including its subcontractors, and the proposed hourly rate(s) for each individual by name or by category. The name of the firm and the proposed role of the individual on the Project should also be identified. If a fully burdened rate is proposed to be utilized, Proposer should note accordingly.

(4) Markup Rate

A fixed rate which includes all payroll burden and fringes, general and administrative expenses and profit as proposed under this proposal. If the proposed Markup Rate is in excess of **10**% of the hourly labor rates, Proposer shall provide documentation to demonstrate that such rate is fair and reasonable and consistent with industry practices. Proposer shall identify all components of its Markup Rate, including but not limited to, those components requested on **EXHIBIT 6**.

Contractor will be solely responsible for all coverage required pursuant to the Affordable Care Act for information technology consulting personnel provided by Contractor and utilized by PRT. Coverage must be "affordable" and meet "minimal value" in accordance with the Affordable Care Act. Costs of fringe benefits for such required coverage will be submitted as a component of the eligible costs.

(5) <u>Subcontractors</u>

The Proposer shall list subcontractors and their amounts, which are the totals of costs and fee from their respective summaries of costs. No markup is permitted on subcontractor costs.

In addition to an hourly rate structure, Proposers are encouraged to propose alternate fee structures that will be cost effective to PRT. Alternate billing arrangements may be offered as options for any and all categories of the Contract Services.

If the Proposer is a joint venture, a separate partial Summary of Costs shall be furnished for each entity of the joint venture, as well as the composite Summary of Costs for the joint venture. This partial summary will identify only those labor and expense costs for each entity of the joint venture.

2.7 Appendix

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Appendix" section of its Proposal.

2.7.1 Financial Information

The Proposer will be required to present, in sufficient detail to PRT, financial records for PRT to review the financial condition of the Proposer, in order for Proposer to be considered eligible for award of the Agreement with PRT for the required services. Any financial information presented shall be prepared in accordance with United States Generally Accepted Accounting Principles (G.A.A.P.).

If the Proposer is a <u>publicly-held firm</u>, the financial information of the Proposer shall be included in its Proposal (separate statements for each entity forming a joint venture).

If the Proposer is a <u>privately-held firm</u>, the Proposer may either provide its financial records with its Proposal (separate statements for each entity forming a joint venture), or it may defer making such financial records available for inspection by PRT until after PRT

has informed the Proposer that it has been short-listed for consideration for award of an Agreement.

2.7.1.1 Financial Statements

For either publicly-held or privately-held firms, the financial information to be provided shall include, if available:

(a) Independently Audited Financial Statements

Independently audited financial statement (either a certified audit or review) that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years, including notes to the statements;

<u>For privately held companies</u>, if independently audited financial statements are not available, then

(b) Financial Statements Not Independently Audited

If not independently audited, then either:

- (i) a compilation of financial statements performed by an independent accountant that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years. If such statements are not available, then:
- (ii) an internally prepared financial statement, including a balance sheet and statement of income and expenses (profit and loss) for the two most recently completed financial years, certified as true and correct by the president and chief financial officer of the Proposer, in either case, to include credit references or other financial documentation as may be required in order to portray the financial soundness of the Proposer to PRT's satisfaction.

In addition, the Proposer must certify in writing that there have been no material changes in the company's financial condition or events that could have a material impact on the company's financial condition subsequent to the last audit or date of reporting period on the financial statements. Any such changes in financial condition or subsequent events must be fully disclosed in writing and signed by the president and chief financial officer.

2.7.1.2 Exceptions for Privately-Held Firms

- (a) For a privately-held firm which elects to not include its financial records with its Proposal, such Proposer will be required to submit financial records as specified above, within three business days of being requested to do so by PRT.
- (b) In the event that the Proposer does not have any cash flow documentation for preceding years of operation, PRT will accept current bank references (including a bank contact name and contact details) in lieu of a cash flow statement.

(c) In cases where independently audited financial statements are not presented, then signed copies of the Proposer's Federal Income Tax filings, including all applicable schedules pertinent to the Proposer's filing return, are required to be submitted along with the compilation or internally prepared statements.

2.7.2 Certification of Proposer Regarding Debarment

The "Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions", whichever is appropriate, for the Proposer (**EXHIBIT 2**). A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.3 Certification Regarding Lobbying

The "Certification Regarding Lobbying" (**EXHIBIT 3**), and a Disclosure Form, if required, for proposal exceeding \$100,000. A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.4 Proposer/Subcontractor Data Form

Proposer/Subcontractor Data Form "Proposer/Subcontractor Data Form" (**EXHIBIT 4**) for Proposer and all its subcontractors.

2.7.5 Resumes

See Section 2.5.2 of the RFP.

2.7.6 Key Personnel Guarantee

See Section 2.5.3 of the RFP.

2.7.7 Affirmative Action and Equal Opportunity Policy

The Proposer's corporate Affirmative Action and Equal Opportunity policy statement posting, when required by law. <u>The posting shall be signed and dated and shall also state</u> the original date of adoption of this policy statement.

2.7.8 Insurance Requirements

A statement that includes the following: "The insurance coverage, as required by **Exhibit 1** of the sample Agreement, can be obtained and will be carried without reservation or exclusion should (Name of Proposer) be awarded an agreement according to the RFP".

2.7.9 Joint Venture Requirements

If the Proposer is a joint venture, the Proposer shall include a written statement explaining how the joint venture will fulfill the requirements of the Agreement which explanation shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Contract Services and providing the insurance required by the Agreement.

2.7.10 User Agreements

The Proposer must submit the "Certification Regarding User Agreements" (EXHIBIT 10), and any and all applicable documentation, including but not limited to: End User License Agreements (EULAs), Service Level Agreements (SLAs), Master Service Agreements (MSAs), software maintenance and support licenses, subscription agreements, Software as a Service Agreements (SaaS), Cloud (including private, public or community cloud) and/or other hosting Agreements, and/or purchase orders (collectively, the "User Agreements"), if any, that manufacturer or the Proposer (if separate entities) will require PRT to sign in order to complete the purchase and use the products and/or services requested herein. Failure by the Proposer to submit any and all such User Agreements at the time of Proposal submission will render Proposer's submission non-responsive and ineligible for award. PRT reserves the right to negotiate such User Agreements consistent with the Terms and Conditions and all requirements relating to this solicitation.

3.0 Proposal Selection Process

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitively negotiated procurement whereby proposals are evaluated to determine which Proposal, if any, is most advantageous to PRT. Discussions and negotiations may then be carried out with Proposers determined to be reasonably susceptible of being selected for award of the Agreement after which BAFOs may be requested. PRT, however, may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Subject to PRT's right to reject and or all Proposals, the Proposer, if any, will be selected whose Proposal is found to be most advantageous to PRT, based upon consideration of the criteria discussed below.

3.1 Evaluation Committee

PRT will establish an Evaluation Committee for the RFP. The Evaluation Committee will initially determine the responsiveness of each Proposal, evaluate all Proposals, determine the responsibility of each Proposer, score the Proposals, conduct meetings and assist in selecting the Proposer, if any, that may be awarded the Agreement.

3.2 Proposal Evaluation Criteria

The following is the criteria by which Proposals from responsible Proposers will be reviewed and evaluated for purposes of determining which is most advantageous for PRT and to make any selection of a Proposal for potential award of the Agreement. Any exceptions, conditions, reservations or understanding explicitly, fully and separately stated as a Proposal deviation and which does not cause PRT to reject a Proposal will be evaluated according to the evaluation criteria and/or sub criteria which they affect. The criteria to be used in reviewing and evaluating the Proposals and used to establish a score for the Proposals is as follows:

- (1) **DBE/DB Utilization:** Each Proposal will be evaluated based upon the proposed use of DBE/DBs by the Proposer.
- (2) **Experience Record**: The following, as well as the other information identified in Subsection 2.3 to be supplied by the Proposer will be used to evaluate each Proposer's experience and qualifications to perform the Contract Services.

- (a) Sufficient financial strength and resources to finance the Contract Services and complete the Agreement in a satisfactory and timely manner as measured by the Proposer's supplied financial statement.
- (b) Evidence that the Proposer has human and physical resources sufficient to perform the Agreement within the time specified.
- (c) Evidence of a satisfactory experience, performance and integrity on similar contracts and meeting specifications and warranty provisions.
- (d) Evidence of sufficient capabilities to perform the Agreement which will include the Proposer's size, the Proposer's commitment to further work of this nature, and the Proposer's ability to bring adequate people to staff the Agreement.
- (3) **Project Work Plan:** The Proposal will be evaluated based on the Proposer's proposed approach to perform the Agreement, proposed schedule and proposed quality assurance and training plans and project team, as well as the other information identified in Section 2.4 to be supplied by the Proposer.
- (4) **Project Organization/Management Plan:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- (5) **Project Manager:** The Proposal will be evaluated based on the experience and background of the proposed Project Manager(s) as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- (6) **Staff Resumes:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- (7) **Summary of Costs:** The Proposal will be evaluated based on the information submitted as part of the Summary of Costs as identified in Section 2.6.

The information submitted for each criterion will be scored on a scale of zero to ten. The score for the various criteria will then be multiplied by the weighted factors set forth for the criteria on the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).

3.3 Evaluation Procedures

- (1) Proposals will be reviewed for complete conformance with the instructions and requirements of the RFP. Proposals that do not comply with the referenced instructions and requirements and do not include the required information may be rejected as insufficient and will not be further considered. PRT reserves the right to request a Proposer to provide any missing information and make corrections. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Agreement, except such conditions, exceptions, reservations and understanding explicitly, fully and separately stated in the Proposal. Such conditions, exceptions, reservations or understanding which do not result in the rejection of a Proposal are subject to evaluation under the criteria set forth in Section 3.2.
- (2) PRT will select for award, if any, the highest ranked Proposal from a responsible Proposer, qualified pursuant to the RFP, which does not render the procurement financially infeasible and is determined to be the most advantageous to PRT based upon consideration of the Proposal and the evaluation criteria set forth in Section 3.2.

- (3) The following will be the steps for reviewing and evaluating the Proposals:
 - (a) Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection process, until award, if any, of the Agreement.
 - (b) Proposals will be reviewed and evaluated by PRT's Evaluation Committee to determine the responsiveness of a Proposal to the requirements of the RFPs and the responsibility of a Proposer. Any Proposals found not to be responsible, will not be further considered for award of the Agreement. Final determination of the responsiveness of a Proposal will be made upon the basis of the Proposal. Final determination of a Proposer's responsibility will be made on the basis of the Proposal, any information submitted upon PRT's request, information submitted in a BAFO, information resulting from PRT's inquiry of Proposer's references and PRT's knowledge and investigation of the Proposer. PRT's determination in regard to the responsiveness of a Proposal and the responsibility of a Proposer shall be final and binding on the Proposers.
 - (c) Each Proposal from a responsible Proposer found to be in compliance with the RFP requirements will be evaluated in accordance with the criteria set forth in Section 3.2.
 - Each proposal will be examined by PRT's Evaluation Committee for compliance with the stated requirements in Section 2 and as outlined in the General Requirements (**EXHIBIT 7**). The evaluation will be undertaken (Preliminary Rating) utilizing the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).
 - (d) After the Preliminary Rating, the responsible Proposers whose Proposals are determined by PRT to still be reasonably susceptible of being selected for award of the Agreement may be requested by PRT to respond, in writing, to certain questions. Each such Proposer may also be invited for a private interview and discussion with PRT to discuss answers to written or oral questions, to assure responsiveness of its Proposal and to discuss its Proposal.
 - In the event that any such Proposal contains conditions, exceptions, reservations or understandings to any requirements of the Agreement, said conditions, exceptions, reservations or understandings may be discussed during these meetings. PRT, however, shall have the right to reject any and all conditions, exceptions, reservations and/or understandings. Any Proposer failing to do so may cause PRT to reject such Proposal.
 - (e) After any interviews have been completed, each responsible Proposer whose Proposal is determined to still be reasonably susceptible of being selected for award of the Agreement may be afforded the opportunity to amend its Proposal and make a BAFO. The request for BAFOs, if any, will include:
 - (i) Notice that all prior discussions and negotiations are to be included in the BAFO;
 - (ii) Notice of any changes to the RFP;
 - (iii) Notice that this is the opportunity for submission of a BAFO;
 - (iv) A common date and time for submission of written BAFOs;
 - (v) Notice that is any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications and withdrawals of Proposals provisions of the RFP; and

(vi) Notice that if a Proposer does not submit a BAFO, PRT may consider its Proposal non-responsive and ineligible for award of the Agreement.

Any modifications to the initial Proposal made by a Proposer in its BAFO shall be expressly modified in its BAFO. BAFOs will be evaluated by PRT according to the procedures, requirements and criteria set forth in Section 3.2 (Final Rating).

PRT will make the appropriate adjustments to the initial scores for each criteria which has been affected by any Proposal modifications made by the BAFOs. PRT will then choose for potential award of the Agreement, the Proposer, if any, whose Proposal PRT finds to be most advantageous to PRT based upon the evaluation criteria.

3.4 Finalization of Agreement

PRT will meet, as necessary, to finalize the proposed Agreement with the responsible Proposer which submits the Proposal which is determined to be most advantageous to PRT based upon the evaluation criteria. In the event that PRT cannot finalize a satisfactory Agreement with the highest rated responsible Proposer, discussions will be terminated with that Proposer and PRT may then proceed with meetings to finalize the proposed Agreement with the next highest rated Proposer. The above process may continue until a satisfactory contractual arrangement with a Proposer has been reached.

Also, a responsible Proposer may be requested to submit a copy of the Proposer's EEO Policy and Program and EEO-1 form for the current and previous year.

3.5 Contract Award

The proposed Agreement resulting from discussions described in Section 3.4 will be ultimately presented to the Chief Executive Officer of PRT for review and recommendation to PRT's Board for approval. PRT's staff is not empowered to enter into a contract without the formal authorization of PRT's Board.

3.6 Failure to Execute a Contract

Failure of the Proposer to whom the Agreement is awarded to promptly execute the Agreement shall be cause for cancellation of the award. The Proposer, by submitting a Proposal, agrees to, and shall, reimburse PRT for all damages arising from said default.

3.7 Acceptance / Rejection of Proposers

PRT reserves the right to reject any or all Proposals. PRT also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PRT, without conducting any written or oral discussions with any Proposer or the solicitation of any BAFOs. PRT reserves the right to consider any specific Proposal which is conditional or not prepared in accordance with the instructions or requirements of this RFP to be non-responsive. PRT reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which, in PRT's sole discretion, has not materially affected the Proposal.

3.8 Cancellation of Procurement

PRT reserves the right to cancel the procurement and not award the Agreement for any reason whatsoever, at any time, before the Agreement is fully executed and approved on behalf of PRT.

3.9 PRT Protest Procedures

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of the Agreement may file a protest with PRT. The procedures for submitting such protests are available at PRT's website at www.ridePRT.org by following the links "Company Info & Projects", "Doing Business", "Procurement", "Purchasing Information," and "Bid Protest Procedures."

4.0 Scope of Services

4.1 Disciplines of Required Services per Category

Pittsburgh Regional Transit (PRT) wishes to retain the services of a pool of firms to provide Agency Innovation (AIS) Technology Consulting Services ("Services") on an as-needed basis in support of PRT projects. Firms shall provide PRT with qualified candidates who possess the required training, education, experience and licenses to perform the required services. The disciplines and services that may be required by PRT include, but may not necessarily be limited to, the following:

4.1.1 Category 1 - Applications Support and Development

Project management and may be used to provide temporary consultants and services if the need arises. These systems include, but are not limited to, PeopleSoft HCM 9.2 modules including core HR with Position Management, Payroll for North America, Benefits Administration, Time and Labor, Employee Self Service, ePay, eProfile, eCompensation, ePerformance: PeopleSoft Financial and Supply Chain (FSCM) 9.2 modules including: General Ledger, Project Costing, Asset Management Billing, Cash Management, Financial Gateway, Accounts Receivable, Accounts Payable, eProcurement, Purchasing, Strategic Sourcing, Inventory and Travel and Expenses; a potential new set of systems/services that will augment or replace PeopleSoft FSCM and HCM in the future; operations-oriented applications such as those needed for service planning, bus scheduling, dispatching, trip planning and customer complaints (PRT currently uses Giro's HASTUS and Trapeze's ATIS for such functionality), HASTUS to PeopleSoft interfaces, Administrative Service-related applications such as records management, mail processing, reproduction services, .NET software and SharePoint (both on premises and online), Microsoft Office 365 application and workflow development, PowerApps, other Microsoft 365 applications and implementations, Nintex workflow development, Help Desk/ITSM solution implementation, training and support services, and any other enterprise applications requiring services. The type of work in this area will include, but may not be limited to: new project development, analysis of existing systems, upgrades to newer releases, installation of applications/modules, patches and fixes to existing modules, PeopleSoft tax and other compliance updates, interfacing and integrating other PRT platforms and systems, and dayto-day support of systems.

4.1.2 Category 2 - Business Analytics

Project management and may be used to provide temporary consultants and services if the needs arise. PRT may require contract services relating to the selection/development of Business Intelligence software; data analysis; development and support of extraction, translation, and loading processes; data cleansing; data model development and review; database development/coordination; visualization/presentation/portal development, such as SharePoint Online and Power BI, or other Microsoft 365 tools.

4.1.3 Category 3 - Rider Centric Services including Intelligent Transportation and Vehicle Systems

Project management and may be used to provide temporary consultants and services if the needs arise. These systems include, but are not limited to, Automatic Vehicle Location (AVL); Programmable Logical Controllers; Global Positioning System (GPS); Automatic Passenger Counters (APC); Scheduling Systems; Dispatching Systems; Itinerary Planners; Hand Schedules; Computer Aided Dispatching (CAD); Fare Collection System including transit data collection and management; Head Signs; Stop Enunciation Systems; display of signaling/control output; Voice Control Systems; Supervisory Control and Data Acquisition (SCADA) Systems; Radio Communications Systems; Traffic signal priority (bus rapid transit); Onboard Diagnostic Systems; Smart Card distribution and revaluation network; Fluid Management; Transit vehicle sub-system integration and network connectivity development; Operations Control Center-related systems (Rail System Signaling); and Centralized Traffic Control. This area may also include the development of rider-centric applications and audio-visual systems used for rider communications.

4.1.4 Category 4 - Telecommunications, Networks and Servers

Project management and may be used to provide temporary consultants and services if the needs arise. These infrastructure systems, hardware, software and services include telephones and communication systems (i.e., PBX, voice mail, customer call centers, SONET based carrier, Ethernet); card access security systems; CCTV surveillance systems; networks (wired and wireless); network equipment; disaster recovery equipment (including SAN/LAN/WAN support, virtualized server support and desktop delivery server support); cabling; datacenter cooling and heating; client side equipment, applications and services; and other services (evaluating networks, datacenter, communications, monitoring, incident handling, hosting, cloud services and service delivery) as needed. Also included are any new software/hardware implementation services and existing software/systems/hardware upgrades as required.

4.1.5 Category 5 - Audio-visual

This category is intended to provide PRT with audio-visual assistance, including needs assessment(s) design and installation services related to audio, visual, and audio-visual services for both internal uses and customer centric uses. Internal uses may include areas such as conference rooms and meeting spaces, and customer centric uses may include functions like transportation-focused audio and visual capabilities and passenger digital communications (i.e. signage, two-way communications and wayfinding).

4.1.6 Category 6 - 3D Printing

This category is intended to provide PRT with assistance including needs assessment(s), design, purchasing specification development and installation services related to 3D printing software, hardware, materials, scanning, modeling and printing services.

4.1.7 Category 7 - Business Process, Infrastructure, Security Assessment and Related Information Technology Reviews / Assessments and General IT Advising

This category shall provide PRT an overall view of business processes, infrastructure, and security issues. The firms chosen for this category would be expected to provide

recommendations and suggestions after conducting reviews and/or assessments in the mentioned areas or other areas, or other issues relevant to PRT's overall IT systems and related business operations. Areas for advisory services may include, but not necessarily be limited to:

- IT financial recommendations capital investments/capital budgets/cost control
- New IT software/system design
- Existing software/system upgrade evaluations
- Development of scopes of services, scopes of work, and/or statements of work
- Software licensing usage, optimization and planning
- Strategic issues such as security assessments and services, infrastructure, and/or streamlining business processes ("As is" vs. "Best practice" assessments)

4.1.8 Category 8 - Temporary Consultants

PRT prefers this work to be on a Time and Materials (T&M) basis. This category will include technical and functional consultants in a wide variety of areas including, but not limited to: .Net/C# design and development; PeopleSoft; SharePoint/SharePoint Online; Microsoft 365 applications and system configuration; internet applications and configuration; database administration; data conversion/migration; data visualization; data modeling; network administration; operating system administration; security; communications; and document management.

4.2 Contract Services Requirements and Standard Projects

The Contract Services required to implement PRT's Projects for the above categories include, but may not limited to, the following:

- Systems Functional Analysis
- Systems Architecture
- Systems Integration
- Strategic Information Technology Planning
- Graphic Designs
- Computer and Web Based training
- Project Management
- Business Process Improvement
- Needs Assessments
- System and Process Design
- Technical modifications, including programming and configuration modification
- Database design, loading, integration, and replication
- Develop Scopes of Work for new systems and modifications to existing systems
- Assist PRT in developing Requests for Proposals and/or Requests for Bid

documents to secure and implement such new systems or system modifications

- Prepare Budgetary, Return On Investment, and Development cost estimates for proposed projects and project schedules
- Training plans, material preparation and delivery
- Documentation
- Business process assessment
- Risk assessment
- Security assessment
- Infrastructure assessment
- IT Equipment configuration, setup, deployment, testing and removal
- Review of software license agreements and make recommendations for future capacity planning, usage optimization and supplier negotiation

Proposers may be selected for more than one of the categories listed above, and for any firm selected, PRT may wish to use specifically identified personnel as temporary employees for a time duration to be identified by PRT.

Listed below are representative projects for which PRT may require the services of a Proposer or Proposers. These projects may include:

- Business Application upgrades
- Training and Documentation of various Business Application systems
- Business Process Improvements
- Using Workflow technologies to automate Business Processes, Procedures and Electronic Signatures
- Data Purging and Archiving; Warehousing
- Data modeling (both semantic and relational)
- SharePoint implementation, conversion and migration to SharePoint Online
- Disaster Recovery evaluation and implementation
- Business Intelligence, Analytics, Data Visualization
- Database interfacing and integrations
- Risk Management system
- Point-of-Sale system
- Assisting PRT in RFP preparation
- Automated Fare Collection System
- System-wide fare collection and ridership data management system
- Intelligent Vehicle Systems including fare box, cash box, smart card/RFID/QR code technology, wireless LAN, automatic passenger counting, transit sub-system integration, and Fluid Management systems
- Contract Administration System and RFx systems
- Internet application Development (e.g. eCommerce and eBusiness)
- Imaging Systems, EDMS, scanning systems, and electronic records

retention

- Rail signal and SCADA system programming support and investigations
- Interactive Voice Recognition (IVR) System evaluation
- Maintenance Work Order System
- County-wide radio system assessment, recommendation, evaluation and implementation

4.3 Work Order Selection Process for Category 1 through Category 7

As individual projects are identified, PRT may obtain work through this Agreement by issuance of a scope of service, scope of work, or statement of work request. PRT will provide, at a minimum, the following information to firms within the appropriate or applicable categories:

- Scope of project
- Anticipated deliverables
- Project timeline and/or due date

Firm selection by PRT shall be per its sole and absolute discretion and shall be final. Responding firms are expected to provide the following information as a work request response to aid PRT in selecting the most qualified firm:

- Anticipated Project Schedule and Work Plan
- Anticipated qualified Project Team
- Resumes of the anticipated qualified Project Team
- Project Costs detailed as either a fixed price or hourly rates.
 - Hourly rates shall include an on-site and remote rate.
 - On-site is defined as working at PRT facilities
 - Responding project team residing within 60-mile radius of project facility shall not include travel costs; firms beyond 60-mile radius must include travel costs ("reimbursables") as an additional line item. Reimbursables will not be compensated at a later date.
 - Remote is working at the Firm work facility or other location such as a residence outside the PRT service area.
 - Remote rate of compensation shall be the same or less than the on-site rate of compensation less travel.

PRT will review all relevant submissions for the specified project and select the most qualified firm whose proposal and services are determined to meet the project requirements and to be in the best interest by PRT, at its sole discretion. PRT retains the right to proceed, amend, cancel, or not proceed with an identified project assignment at any time.

In the event the number of project team members provided by Firm is not sufficient to meet PRT needs, PRT shall so notify Firm and Firm shall, within two (2) business days of such notice, provide at least two additional candidates in the required discipline for further review and selection by PRT. The PRT shall notify the Firm via email confirming the acceptance of the candidate and provide pertinent details of the work order.

A Work Order, if any, will be negotiated and executed for each Project. The Work Order (Attachment B(2) of Agreement) will contain at least the following:

- Scope of Work
- Project Deliverables
- Key Personnel
- Project Schedule
- Compensation/Payment Schedule

Contract Services may be performed at PRT's offices or remotely depending on need. This will be determined on a case-by-case basis. PRT will make available to the Project Teams appropriate computer hardware and software on PRT-supplied hardware.

4.4 Work Order Selection Process for Category 8

As individual Projects are identified within Category 8, PRT will request information from the three top-ranked Firms that awarded under contract for this category. PRT reserves the right to request information from any and/or all firms under Category Eight, if deemed necessary for a given project.

4.5 Application and Verification of Qualifications

Firm acknowledges that PRT, as a public and corporate entity, has a duty of care to taxpayers and grantors with respect to the expenditure of public funds. PRT expects, and Firm agrees, to perform a criminal record check, motor vehicle check (if required by the project), verification of education, verification of employment experience, history or expertise of the Firm's employees in a manner consistent with applicable law and the Agreement, and as deemed necessary by PRT to protect the trust, safety and security of the public and agents and employees of PRT.

Firm shall submit to PRT a list of the criteria and evaluation and screening tools used for hiring its employees for temporary assignments, including a copy of the standard application form, a statement of the reference methods used, and a summary or description of testing tools used for employment or evaluation. Any changes in these tools must be submitted to PRT within five (5) business days. PRT maintains discretion to suggest supplemental tools or tests for any position.

4.6 Supervision and Discipline of Temporary Employees

PRT's direction of the temporary employee shall be in a manner consistent with the rules and regulations of the Firm and applicable law. The Firm shall provide PRT with procedures used to supervise its employees. Said procedures may include the following: reporting forms for hours worked, duties performed, on-site or remote review by Firm of its employees and such other supervision as may be needed to ensure satisfactory performance by the Firm's employees.

Notwithstanding any provisions of the Agreement regarding the supervision of a temporary employee by the Firm, PRT maintains the right to order the immediate departure of a temporary employee from PRT property due to breach of the peace by the temporary employee, public safety hazard or additional conditions as specified to the Firm. Said order shall be communicated to the Firm as soon as possible for corrective action by the Firm.

Conditional acceptance of temporary employees shall include, per each instance, terms specific to the project and role, which may include, but are not necessarily limited to: hours of engagement, reporting location, identification of contact personnel of PRT, identification of

person distributing assignments, rules and regulations regarding use of equipment, telephones and facilities, work demeanor and dress code.

Unless otherwise provided, employees of the Firm may not supervise or manage PRT employees. Notwithstanding this condition, PRT maintains the right to inform temporary employees of administrative and other policies with respect to internal operating procedures in order to protect and maintain management rights within PRT and conform to applicable law. Violation of said procedures by Firm's employees shall be communicated to the temporary employee's Firm for corrective action.

4.7 Procedures for Acquiring Temporary Personnel

In addition to the terms specified in section 4.5, Application and Verification of Qualifications, PRT adds the following requirements for temporary personnel:

Upon PRT's oral or written request for temporary personnel, Firm shall, within three (3) to five (5) business days of notice, submit to PRT resume(s) of qualified candidates meeting the requirements specified by the project for consideration by PRT.

PRT shall retain at its sole discretion the ability to approve or reject any candidate submitted by the Firm. PRT approval or rejection of potential candidates submitted by Firm will be based on PRT's assessment of the qualifications and on PRT's needs and requirements. If the number of candidates is not sufficient to meet PRT needs, PRT shall notify Firm and Firm shall, within two (2) business days of such notice, provide at least two additional candidates in the required discipline for further review and selection by PRT. PRT shall notify the Firm via email confirming the acceptance of the candidate and provide pertinent details of the work order.

Upon selection of the candidate, PRT, will issue a Work Order to Firm (See Attachment B(2) of Agreement).

The temporary personnel provided by the Firm are solely employees of the Firm and not of PRT. PRT has no direct employment relationship with the individual and is not responsible for providing benefits, taxes, compliance with any federal and state employment regulations, or any other obligations typically associated with direct employment.

Firm shall pass on to PRT the cost savings associated with the designated individual(s) reaching the earning levels at which no additional state or federal taxes are withheld. Firm shall also provide complete and timely payroll statistics.

At the completion of each work week, an authorized representative of PRT will approve the time worked by each of the temporary personnel performing PRT work, by signing the personnel time sheet supplied by Firm to PRT. These signed sheets shall accompany each invoice submitted to PRT for payment.

4.8 Payrolling Services

PRT may require the performance of professional payroll management services on a temporary as-needed basis for PRT projects. This would relate to individuals identified by PRT that are not currently part of Firm's labor pool. All services required under Section 4.7 above shall apply in this situation with the exception of providing qualified candidates.

Upon receipt of written notification by PRT of its need for professional payroll management services, Firm shall, within twenty-four (24) hours contact the individual to coordinate PRT's payrolling requirements.

4.9 Invoicing

All invoices and payment inquiries must be sent to ITInvoices@rideprt.org. Invoices shall be sent in a timely manner no more than 30 days after the completion of a period of performance (ex. end of the month.)

The following items shall be included on or with the invoice to avoid delays in processing:

- The current Purchase Order (PO) number for the referenced Work Order must be included on the invoice. PRT may elect to issue a new PO per fiscal year.
- Include this label in the subject line: 25-11 INVOICE, WO No. xxx
- The invoice and the body of the email include:
 - Invoice number
 - Work Order number
 - Month and Year for the period of performance

EXHIBIT 1: Sample Agreement

EXHIBIT 2: Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions"

EXHIBIT 3: Certificate Regarding Lobbying Form

EXHIBIT 4: Proposer/Subcontractor Data Form

EXHIBIT 5: Staff Resume Form

EXHIBIT 6: Summary of Costs

EXHIBIT 7: General Requirements

EXHIBIT 8: Proposal Evaluation Rating Sheet

EXHIBIT 9: Ebusiness Submitting a Proposal

EXHIBIT 10: Certification Regarding User Agreements