

Proposals are hereby requested by the Pennsylvania Public Transportation
Association (PPTA)
for Executive Director
Services

Proposals addressed to Robert J. Fiume, Chairman, Pennsylvania Public Transportation Association, marked: "EXECUTIVE DIRECTOR SERVICES" will be received until 5:00p.m prevailing time, September 11, 2017. Instructions for submitting qualifications statements may be obtained from PPTA, c/o pptaresume@gmail.com from 8:30 a.m. to 4:30 p.m., Monday through Friday. PPTA reserves the right to reject any or all proposals.

Proposers must submit one electronic copy of its proposal and all attachments in PDF format. The responsibility for submitting proposals (including all documents requested herein) are solely and strictly that of the proposer. PPTA is not responsible for delays in the delivery of the email, server failures or delays caused by any other occurrence. PPTA does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the PPTA's policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities. The RFP can be accessed at the following: <http://www.ppta.net>. The RFP will be for a minimum three (3) month period and an opportunity for renewal until the end of the fiscal year. Information can be found on PPTA's website at www.ppta.net.

Robert J. Fiume
Chairman

Pennsylvania Public Transportation
Association
Request for
Proposals
EXECUTIVE DIRECTOR
SERVICES

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1.0 SUBMISSION OF PROPOSALS

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Robert J. Fiume
Chairman

ADVERTISED: August 9, 2017

2.0 RFP POSTPONEMENT AND AMENDMENT

PPTA may postpone the deadline for submitting proposals and the opening of proposals and may revise or amend the RFP at any time up to the deadline for submitting proposals. Such changes, revisions and amendments, if any, shall be

announced to each prospective applicant by written addenda to this RFP. Applicants are requested to contact PPTA at the provided email address of pptaresume@gmail.net if, upon review, material errors are found. Errors must be pointed out before the deadline for submitting proposals to allow time for review and subsequent clarifications by PPTA.

3.0 REQUESTS FOR ADDITIONAL INFORMATION

Proposers requiring additional information may contact the Chairman who will respond to questions and supply required information. Final requests for additional information or clarification should be received in writing by the close of business, 5:00pm, on Thursday, August 17, 2017. A final addendum, if necessary, will be issued by 5:00pm on Friday, August 25, 2017. All contact should be directed to:

Robert J. Fiume, Chairman
pptaresume@gmail.com

PPTA will send all requests for information and responses in writing to all known potential proposers so that all parties have the same information. Any spoken communication given is not binding upon PPTA unless and until it is communicated in written form. Approval of any contract resulting from this RFP, if exercised, will be made by the PPTA Board of Directors. The decision of PPTA will be final. Proposers who fail to follow this directive are subject to disqualification.

4.0 FUNDING AND TERMS

Any contract resulting from this RFP may be subject to available financial resources. The contract shall be governed by all applicable state and federal regulations. PPTA shall negotiate a contract with the highest qualified proposer for Executive Director Services at compensation set forth in this solicitation.

5.0 PPTA BACKGROUND AND DESCRIPTION

The Pennsylvania Public Transportation Association (PPTA) is a private, non-profit organization. PPTA currently operates out of Harrisburg, Pennsylvania at offices located at 600 North Third Street, Fourth Floor, Harrisburg, Pennsylvania 17101. The Association's mission is to be the foremost public transportation advocate in the Commonwealth by supporting our members through advocacy and collaboration.

PPTA represents public transportation providers in all 67 counties of the state. This diverse group of System Members ranges from large urban transit systems operating light rail vehicles and many large buses to the smallest of rural transit systems operating just a few vans. In each case, regardless of size, the public transportation service provided is an equally integral part of the overall transportation infrastructure in the communities served and is vital in maintaining the mobility, freedom of travel, and quality of life of the citizens and visitors alike.

In addition to general membership duties, PPTA administers a publicly funded training program called PennTrain to provide educational opportunities for members throughout the Commonwealth. The program is funded by the Pennsylvania Department of Transportation through a grant. PPTA’s executive director administers the grant but also currently employs an employee to manage the PennTrain Program.

The Association is also proud to have almost 49 Transit and Non-Transit members, including educational institutions, governmental agencies, local and state elected officials, transit industry product and professional service providers, and vehicle manufacturers. These members provide the support necessary for the System Members to continuously improve the efficiency and effectiveness of the transportation services provided to the public. Their participation is critical to achieving "Excellence in Public Transportation." All applicants should consult the PPTA website to see all programs and services offered by PPTA.

6.0 SCOPE OF WORK

6.1. PPTA is seeking a qualified consultant to serve as a contract Executive Director and provide the eight core duties outlined below.

	Monthly Expectations	Quarterly Expectations	Annual Expectations
1. Coordinate the effective implementation of	Coordinate and monitor the contract or internal updates to ensure that	Contact all vendors and potential vendors to ensure good business	Assist with annual conference coordination for vendor participation

<p>Association's annual conference, programs and goals, i.e. including, but not limited to membership drives, marketing efforts, coalition building.</p>	<p>all information on the website is current Coordinate with all committees.</p>	<p>relations Visit at least 3 system members and conduct an on-site needs survey</p>	<p>Serve as primary conference contractor monitor and manager to ensure all contractual goals are met. Work with and provide support to Conference Committee Chairs members as directed.</p>
<p>2. Conduct the Association's administrative affairs including banking, managing and monitoring contract vendor work, bookkeeping, budgeting, meeting arrangements, meeting minutes, member mailings, conference planning and grant administration and reporting.</p>	<p>Prepare financial reports Works closely with accountant contractor to ensure that all expenses and revenues are accurately documented.</p>	<p>Coordinate Board Meeting administrative support Provides Quarterly revenues and expense reports for review by PPTA Board Identifies issues and has recommendation for corrective action Provides update to Board on conference contractor activities and issues.</p>	<p>Assist in the preparation of the annual budget Assist in the conference program planning Assist in the annual financial audit preparation.</p>

<p>3. Coordinate with PennDOT staff in helping to facilitate a management training program that promotes transit staff development.</p>	<p>Communicate with Association Members regarding professional development and training opportunities.</p>	<p>Brings status report on efforts to leverage RTAP funds for member training.</p>	<p>Prepares an annual program of training opportunities and coordinates closely with PennDOT. Work with and provide support to Training Committee Chairs and members as directed.</p>
<p>4. Prepare communication materials in support of public transportation, to include developing an Association newsletter, brochures, coalition materials, policy statements and training opportunities.</p>	<p>Solicit monthly input from transit system members for news worthy articles.</p>	<p>Produce a quarterly Newsletter.</p>	<p>Develop a communication plan to outreach to current members and potential members.</p>

5. Maintain statewide communication for the support of public transit.	Attend PA General Assembly committee meetings as determined by PPTA chairman.	Attend and report on the PADOT meetings.	Prepare a "State of Transit" report and post on the PPTA web site and send to members.
6. Keep Association members informed of administrative or policy actions which directly or indirectly impact public transportation service delivery or funding for PA public transit systems.	Provide on-going communications with members and potential members.	Assist the PPTA Board in preparing advocacy to support public transit initiatives.	
7. Continue development of PPTA Strategic Plan.	Provide updates to Directors and members regarding plan progress.	Assist PPTA Board and Strategic Planning Committee in developing and shaping future course for Association.	Work with and support Strategic Planning Committee Chair and members as directed.
8. Create and organize training opportunities throughout the Commonwealth		Ensure grant funding and continued administration of the program	Attend and provide insight at a yearly retreat for the PennTrain committee regarding training opportunities.

The Table provided is not necessarily considered comprehensive and additional duties may be assigned, subject to negotiation. A formal job description of the existing executive director is attached to this RFP for further insight on job duties and responsibilities.

6.2 Attendance at Association Functions

The Contract Executive Director shall attend the following PPTA functions at a minimum:

- Annual Board Retreat
- Four PPTA Board of Directors meetings (in state)
- Annual Roadeo (in state)
- One annual meeting (with expo) and additional membership meetings each year (in state)
- A minimum of three Association committee meetings annually (in state)
- A minimum of one APTA or CTAA conference (if a contingent of PPTA members attend the APTA Legislative Conference, the Contract ED will be expected to accompany the contingent, otherwise, the conference choice will remain with the contracting proposers) (in or out of state).

6.3 PPTA utilizes a bookkeeper for financial account reconciliation. This method of accounting is not expected to change upon award. The selected proposer will be expected to coordinate accounting activities with the bookkeeper. PPTA also participates in an annual audit and the executive director is expected to assist in that process.

6.4 A job description for the current executive director is attached hereto as Exhibit A.

7.0 INDEPENDENT CONTRACTOR

It is mutually agreed and understood that proposers providing Executive Director Services pursuant to this RFP are not employees of PPTA and shall not be afforded any entitlements available to employees. Persons meeting the requirements of this proposal providing Executive Director Services shall be responsible for required travel, per diems, taxes, benefits, and any and all other costs necessary to meet the requirements of the Association pursuant to this solicitation.

8.0 REMUNERATION

It is anticipated that the number of hours required to meet the scope of services as outlined in Section 6.0 will be approximately 2,000 annually. Proposers are required to list their hourly cost which will be paid monthly upon detailed invoicing. PPTA will not reimburse the contractor for incidental associated costs including, but not limited to, travel expenses, cell phone allowance, internet provision, computer hardware and associated software, telecom services, real property, company overhead, and other minimal expenses. PPTA will provide reimbursement for postage, photocopies, and website hosting and email account(s). This list is not inclusive and expenses not listed herein should

be considered non-reimbursable for the purpose of providing proposals.

9.0 ESTIMATED TIMELINE

9.1 RFP advertised	August 09, 2017
9.2 Final questions due	August 17, 2017
9.3 Final addendum issued	August 25, 2017
9.4 Proposals due	September 11, 2017
9.5 Presentations from selected consultants	September 2017
9.6 Anticipated award	September 2017
9.7 Notice to proceed/contract commencement	September 2017

10.0 GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

10.1 General

It is the intent of this request to obtain proposals for Executive Director services in accordance with the requirements of this solicitation, State and local ordinances and any other jurisdictional compliance. Proposers are requested to submit their proposal in electronic format at or before the time required in this proposal. The electronic submission must be in Adobe Portable Document Format (PDF). Proposals should be submitted to Robert J. Fiume, Chairman, Pennsylvania Public Transportation Association, c/o COLTS at pptaresume@gmail.com and with a subject line of "EXECUTIVE DIRECTOR SERVICES," no later than the time and date specified in this solicitation.

10.2 Proposer Qualifications

By responding to this RFP, proposer warrants and assures that the proposer is qualified to meet the scope outlined herein. Proposer warrants that employees who participate in this project will be compensated in accordance with the law. Applicable insurance is a requirement of this contract for Proposers as specified in Section 10.9.10.

10.3 Contract Length

This solicitation is expected to result in a contract for a period of a minimum of six (6) months up to one (1) year beginning September 30, 2017 and ending March 31, 2018, with an option of five (5) one (1) year extensions.

10.4 Invoicing

Monthly invoicing for work completed through the last day of the preceding month should be presented to PPTA for payment. Reimbursement will not be remitted for work in process or incomplete. Advance payment is not authorized. Reimbursement beyond the final agreement must be approved by PPTA. Terms are net thirty (30) days.

10.5 Reserved for Future Codification.

10.6 Late Bids Not Considered

Responses to this RFP received after the stipulated bid opening date and time will not be considered.

10.7 Award

Award shall be made to the proposer that is determined by PPTA to be most qualified and cost effective to undertake the project. Once a proposer has been determined to be most qualified and cost effective, PPTA will negotiate a contract with the selected proposer.

10.8 Determination of Award

Initial evaluation of submittals will be judged using the following criteria:

The proposer's current workload will be closely evaluated in the capacity to perform in a reasonable timeframe category. Selected proposers may be requested to make a presentation to PPTA. Costs associated with attendance at any required presentation will be exclusively borne by the proposer.

Qualification & experience of proposer and team	40 points
Cost	30 points
Client references	15 points
Capacity to perform in a reasonable timeframe	15 points
Total	100 points

10.9 Required Qualifications Contents and Format

Submitted qualifications must include the required items and follow the format outlined below. Instructions for each exhibit are provided. There is no limitation on qualification size. Graphic illustrations may be included in the proposal.

Information submitted is to be relevant to this RFP and project. Brochures and other promotional materials may not be substituted for filling out the requested forms or information. The forms supplied, or the same format, will be used to provide a uniform response to the information requested. Qualifications that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each of the following items must be included in each

submitted proposal in sufficient detail to enable PPTA to make a determination as to the responsiveness of the proposer. Please make certain that all items are completed and labeled as instructed. Material submitted with qualifications will not be returned.

10.9.1 Executive Summary

An Executive Summary of no more than one (1) page in length is required. The Executive Summary will not require a specific set of submission guidelines but should provide a brief overview of each item on the Submission Checklist, at a minimum.

10.9.2 Cover Letter

On company letterhead, briefly introduce the proposer. List the contents of the proposal, i.e., exhibits and any optional items by title. Do not list promotional material. Provide the name of a contact person(s) with telephone and facsimile (FAX) numbers. PPTA will only correspond with the contact person(s) designated in the cover letter. The letter must be signed by an individual authorized to commit the proposer's personnel and financial resources to the project and to execute legal documents on behalf of the proposer.

10.9.3 History of Company

Please provide a brief history of the proposer, describing experience, size, and location(s).

10.9.4 Experiences and References

Provide a list of five (5) current and/or former clients as references. Indicate the dates and length of time the proposer has served each client, and describe the service(s) provided, the size of the operation, and any other relevant factors. Include the name and telephone number of a contact person for each current and former client listed.

10.9.5 Project Team

Describe how your proposer will support efforts with PPTA. Discuss the organizational resources and services that your company will provide as part of the agreement, and describe other services your proposer can provide at additional cost. Provide an overview of each employee of the company that will be involved with the project.

10.9.6 Timeline

Provide a proposed timeline for plan development, inclusive of public outreach efforts, and completion. Assume notice to proceed issued as outlined in 9.7 of this solicitation.

10.9.7 Pricing Sheet

(Attachment A)

10.9.8 Acknowledgement of Addenda

(Attachment B)

10.9.9 Legal Status & Evidence of Authority

(Attachment C)

10.9.10 Liability Insurance

Certificate of Liability Insurance for the Company and subcontractors (if applicable) (minimum \$100,000.00) indicating that PPTA will be an additional insured. Failure to submit any of the required submissions will be considered non-responsive to the RFP and the proposer will not be considered for award.

10.10 Addenda

PPTA shall not be responsible for any oral instructions made by employees or officers of PPTA in regard to this RFP. Any changes to the will be in the form of an Addendum, which will be mailed or delivered electronically to all bidders who are listed with PPTA as having received the invitation of any other bidder who requests an Addendum.

11.0 RESERVED FOR FUTURE CODIFICATION

12.0 REQUIRED CLAUSES

12.1 Ethics & Conflict Interest

At a minimum PPTA agrees to, and assures that its contractors will, establish and maintain a written Code or Standards of Conduct that:

12.1.1 Applicability

Applies to the individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest:

- (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement,

- (b) The immediate family members or partners of those listed in Section Pennsylvania Public Officials Ethics Act (PPOEA), and
- (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed in Sections of the PPOEA

12.1.2 Prohibitions

Prohibits those individuals listed as contract in the Proposal and Subsequent Agreement from the following:

- (a) Third Party Agreements: Engaging in any activities involving the Recipient or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest, and
- (b) Gift Acceptance: Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Project, unless the gift is unsolicited, and has an insubstantial financial or nominal intrinsic value, and

12.1.3 Violations

As permitted by State or local law or regulations, the Recipient or its Subrecipients' Code or Standards of Conduct will establish penalties, sanction, or other disciplinary actions for violations that apply to:

- (a) The Contract in the Proposal and Subsequent Agreement, and
- (b) The Recipient or Subrecipient's Third Party Participants,

12.2 Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that

Federal contract, grant or award covered by 31U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

This solicitation is not intended to engage or contract with a professional lobbyist. Any proposer who is a registered lobbyist is required to disclose such professional affiliation prior to award. The proposer selected to provide Executive Director Services in response to this solicitation is strictly prohibited from lobbying on behalf of PPTA and/or its members.

12.3 Record Retention and Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, PPTA upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

The Contractor agrees to permit PPTA to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

All records pertaining to work reimbursed under any contract executed in response to this solicitation shall be retained for five (5) years after the date of termination or expiration of said contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until PPTA or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

12.4 Termination or Cancellation of Contract

PPTA, by written notice, may terminate any contract arising from this solicitation, in whole or in part, when it is in the best interest of the project. If this contract is terminated, PPTA will be liable only for payment under the payment provisions of this contract or services rendered before the effective date of termination.

PPTA may terminate this contract in whole or in part, for PPTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. PPTA will terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor will

- (1) Immediately discontinue all services affected (unless the notice directs otherwise), and
- (2) Deliver to the PPTA all data, reports, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of PPTA may make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, PPTA may complete the work by issuing another contract or otherwise and the Contractor may be liable for any additional cost incurred by the PPTA.

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

12.5 Breaches and Dispute Resolution

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, PPTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by PPTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, PPTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. PPTA at its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy PPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from PPTA setting forth the nature of said breach or default, PPTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PPTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

12.5.1 Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided in writing by the authorized representative of PPTA. This decision will be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the President. In connection with any such appeal, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of

its position. The decision of PPTA will be binding upon the Contractor and the Contractor will abide by the decision.

12.5.2 Performance During Dispute

Unless otherwise directed by PPTA, Contractor will continue performance under this Contract while matters in dispute are being resolved.

12.5.3 Claims for Damages

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

12.5.4 Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the PPTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

12.5.5 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PPTA or Contractor will constitute a waiver of any right or duty afforded any of them under the Contract, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.6 Civil Rights

12.6.1 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. § 6101et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with

applicable Federal implementing regulations and other implementing requirements FTA may issue. The third party contractor and all lower tiers will comply with all provisions of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 01, 2012.

12.6.3 Nondiscrimination on the Basis of Age

The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

12.6.4 Nondiscrimination on the Basis of Sex

The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

12.6.5 Access for Individuals with Disabilities

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities

Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101et seq., which requires that

accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42

U.S.C. §§ 4151et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments

(RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and

(12) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

12.6.5 Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

12.6.6 Other Nondiscrimination Statutes

The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

12.7 Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless PPTA and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, proposer, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, proposer, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it will make no claim of any kind or nature against PPTA or its agents who are involved in the delivery or processing of contractor goods to PPTA. The representation and warranty in the preceding sentence will survive the termination or expiration of this contract.

**ATTACHMENT A
PRICING SCHEDULE**

For Executive Director Services for Pennsylvania Public Transportation Association (PPTA), Proposer proposes the following annual cost:

\$ _____
Fixed Annual Cost

Name of Proposer

Address

City, State, ZIP

Signature of Authorized Official

Date

ATTACHMENT B
ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the bid. Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.

Name of Proposer

Date

Address

Addendum No.

City, State, ZIP

Date

Signature of Authorized Official

Addendum No.

Date

Date

Addendum No.

Date

ATTACHMENT C
LEGAL STATUS & EVIDENCE OF AUTHORITY

_____ is a _____ and meets the legal requirements
(Name of Proposer) (Type of Proposer)
required by the State of Pennsylvania to conduct business in the state. (If the proposer is a
corporation, it must furnish a certificate attesting to its corporate existence.

_____ is hereby authorized by _____
(Name of Authorized Agent) (Name of Proposer)
to sign contracts, documents and other items on behalf of _____ relating to the
(Name of Proposer)
submitted.

Typed or Printed Name of Certifying Official,
Chief Executive Officer, or President, or Proposer

Signature of Certifying Official,
Chief Executive Officer, or President, Or Proposer

Corporate Seal

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County
aforesaid, certify that _____ personally came before me this day and
(Name of Certifying Official)
acknowledged that he/she is _____ of _____, and
(Title of Certifying Official) (Name of Company)
that by Authority duly given the foregoing instrument was signed in its name by sealed with its
corporate seal and attested by himself/herself as its _____.
(Title of Certifying Official)

Witness my hand and official sea, this the _____ day of _____, 201__

My Commission Expires: _____

**Pennsylvania Public Transportation Association
Executive Director
Job Description**

Title: Executive Director

Reports To: PPTA Board Chairman and Board of Directors

Supervises: PennTRAIN Program Coordinator / PPTA Director of Membership & Programs

Date: November, 2016

Position Summary

PPTA is a nonprofit professional trade organization for Pennsylvania's public transportation industry governed by a Board of Directors elected by members. The mission of PPTA is to be the foremost advocate for public transportation and mobility management in the Commonwealth of Pennsylvania, and to be of support to all association members in achieving their defined missions.

The Executive Director works with the PPTA Board of Directors to establish and implement the strategic direction and goals of the association while managing the day-to-day operations of the organization, including oversight of staff who manage the PennTRAIN program. The Executive Director will be responsible for the ongoing implementation and administration of the PPTA mission through the following objectives:

1. To develop and maintain communication with Federal, State and Local governments in order to foster and promote an awareness and support of public transportation and the mobility of citizens throughout the Commonwealth;
2. To build public understanding and support for public transportation by promoting the value of public transportation and mobility services;
3. To advocate investment in public transportation services, equipment and infrastructure;
4. To provide a forum for members and other key stakeholders to interact, exchange information and ideas, and to continuously improve mobility services; and
5. To promote equitable and fair representation of all members and to provide responsive member services.

Essential Job Functions & Responsibilities

1. **Board Governance:** Works with board in order to fulfill the organization mission.
 - a) Responsible for leading PPTA in a manner that supports and guides the organization's mission as defined by the Board of Directors.
 - b) Responsible for communicating effectively with the Board and providing, in a timely and accurate manner, all information necessary for the Board to function properly and to make informed decisions.
 - c) Monitor compliance with by-laws and make recommendations for revisions as necessary.
 - d) Facilitate and manage all Association elections, including Board elections.

2. **Finance:** Manages finances and financial processes of the association.
 - a) Responsible for the fiscal integrity of PPTA, to include submission to the Board of a proposed annual budget and monthly financial statements, which accurately reflect the financial condition of the organization.
 - b) Provides sound fiscal management operating within the approved budget, and ensures maximum resource utilization, and maintenance of the organization in a positive financial position.
 - c) In conjunction with the Board Treasurer, develops an annual budget for the Board's consideration and approval.
 - d) Oversees and directs accountant for processing of invoices, payments, revenue as well as financial statements and reports ensuring proper bookkeeping techniques.
 - e) Submits reports and invoices as required by funding sources, including but not limited to PennTRAIN grants.
 - f) Makes recommendations to the Board of Directors on revenue generation levels, including membership dues, conference and training fees, grant funding.
 - g) Arranges for and assists in annual financial audit and annual Form 990 of PPTA financial records. Issues 1099's annually to vendors as appropriate.

3. **Administration:** Oversees and implements appropriate resources to ensure effective operations of the organization.
 - a) Maintain Association office with regular operating hours. Be available to membership and other parties and respond accurately and timely to requests for information and assistance.
 - b) Develops and implements, in cooperation with the Board of Directors, an annual work plan, as well as, association policies and procedures.
 - c) Record and publish minutes of Board and committee meetings and prepare meeting agenda and financial statements for regular Board meetings.

4. **Marketing/Communications:** Ensure effective communication with current and potential membership, the Board of Directors, state agencies, and related associations regarding the activities of the association.
 - a) Develop and maintain effective and mutually satisfying relationships with other professional organizations and state agencies, including PennDOT, DHS, FTA, APTA, and CTAA, by staying abreast of common goals and issues and keeping

- association membership aware of opportunities for training, networking and collaboration.
- b) Prepare and distribute a monthly electronic newsletter to members and interested parties, detailing the Association's activities, events, trainings, and other informational and education materials.
 - c) Update and maintain the PPTA website, ensuring all content is accurate and posted in a timely fashion.
 - d) Update and maintain a membership directory and database ensuring information is current and accurate.
 - e) Conduct outreach to members in all regions of the Commonwealth to familiarize self with successes and challenges of transit systems and to encourage participation in PPTA activities.
5. Events/Training: Under direction of the Board of Directors, manage and develop conferences and expos, education and training programs, membership and committee meetings and retreats, and an annual driver Rodeo.
- a) Manage and direct the PennTRAIN Program Coordinator / PPTA Director of Membership & Programs to negotiate service contracts; arrange facilities and amenities; confirm speakers and presenters; recruit vendor exhibitions and participation; develop agendas and relevant attendee materials; and successfully market the events for high levels of participation.
 - b) Attend at least one annual national APTA or CTAA conference as an official representative of PPTA to gather ideas and topics as well as identify emerging trends and needs in public transportation for PPTA conferences and training.
 - c) Provide support for routine activities of the Board of Directors and PPTA membership, including: arranging meeting sites, assisting various committees with planning meeting sessions, managing awards and recognition activities, and providing staffing where necessary.
6. Advocacy: Assist in the development of legislative agendas for the organization and provide advocacy in support of the agenda on both the state and federal levels.
- a) Monitor the activities of other related and non-related associations on the legislative front, keeping membership and the Board of Directors aware of important items that may affect the association either positively or negatively.
 - b) Take advantage of advocacy opportunities by working with local, community, and civic organizations in support of their transit-related agendas. Establish and/or work with coalitions with like organizations to support legislative efforts that affect PPTA members.
 - c) Provide the government affairs committee the resources necessary to work with legislators and their aides, while respecting the limited role PPTA may play in any lobbying efforts.

Non-Essential Duties

1. Perform all other non-essential duties assigned.

Qualifications

1. Bachelor’s degree with minimum of five years’ in executive level management experience, with ability to provide effective leadership. Knowledge of public transportation preferred.
2. Demonstrated written and oral communication skills with ability to provide details without overdoing it. Effective and strong public speaking skills required.
3. Strong organizational skills with ability to plan, delegate, and facilitate tasks.
4. Must be transparent and conduct oneself, as well as, manage the Association with high integrity.
5. Experience dealing with State and Federal legislative issues, plus working with elected officials at all levels.
6. Facilitation and coordination abilities to ensure member involvement and participation, as well as cooperative relationships with relevant constituencies.
7. Outgoing personality and effective inter-personal skills, demonstrating a positive attitude, plus experience in public relations.
8. General knowledge of computers, specifically utilizing Word, Excel, etc.

Work-site Location

The Executive Director will work full-time out of the Harrisburg PPTA office headquarters. Some travel, including overnights, predominately throughout Pennsylvania and some out-of-state travel is necessary.

Insurance Requirements

Ability to provide self-insured automobile for use in PPTA business is required.

Position Description Acknowledgement

I have reviewed this job description and I understand all my job duties and responsibilities. I am able to perform the essential functions as outlined. I understand that my job may change on a temporary or regular basis according to the needs of the Association without it being specifically included in the job description. If I have any questions about job duties not specified on this description that I am asked to perform, I will discuss them with the Board Chairman.

Employee Signature

Date