

**RFQ #2017-2 CIRTA  
REQUEST FOR PROPOSALS FOR  
GOVERNMENT RELATIONS SERVICES**

**SEPTEMBER 5, 2017**

CENTRAL INDIANA REGIONAL TRANSPORTATION AUTHORITY  
201 E. WASHINGTON STREET, SUITE 202  
INDIANAPOLIS IN 46204

**CONTACT**

Lori Kaplan, Executive Director

**PHONE**

(317) 327-7433

**EMAIL**

lkaplan@cirta.us

# RFP Contents

- 01 RFP / Selection Schedule
- 02 History / Context
- 03 Project Overview
  - Project Schedule
  - Suggested Tasks
- 04 Response Requirements
- 05 Evaluation Criteria
- 06 Supplemental Information
- 07 Vendor Instructions

Attachment A: Required Forms

Attachment B: Sample Contract

## 01 RFP/Selection Schedule:

- September 5 RFQ Released
- September 11 Questions due by 10:00 AM EST
- September 18 CIRTA responses to questions published
- September 29 RFP responses Due by 4:00 PM EST
- October 9-13 Short List Interviews\*
- October 31 Staff recommendation to board for consultant selection
- December 5 Final contract approval at CIRTA board meeting

\*Optional. CIRTA reserves the right to select a consultant based on qualifications. Short listed firms will be contacted on October 6. In person or phone interviews are acceptable, should they be scheduled. CIRTA also reserves the right not to hold short-list interviews or change the date and time for interviews, staff recommendation to board and final contract approval, if deemed necessary.

## 02 History/Context

The Central Indiana Regional Transportation Authority (CIRTA) is a form of regional government (IC 36-9-3) established in 2004, which works to expand transportation options for the 10-County region of Central Indiana (including Boone, Delaware, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Morgan, and Shelby Counties). CIRTA is governed by a 17-member board with representation appointed from elected leaders in the ten counties as well as municipalities, the governor, and a labor organization for public transportation employees. CIRTA, along with the Indianapolis Metropolitan Planning Organization (MPO) and IndyGo, is actively involved with planning and implementing the Central Indiana Transit Plan, as well as providing various transportation options throughout the region. CIRTA is funded through several sources, including local, state and federal funding.

CIRTA currently has three services under its umbrella: Workforce Connect, County Connect and Commuter Connect. Workforce Connect includes workforce connector bus service to assist moving workforce across county lines to access employment. County Connect assists in cross-county transit trips. Commuter Connect is the regional rideshare program which promotes and encourages employee commuting options other than driving alone in single-occupancy vehicles.

## 03 Project Overview

This contract will be for the provision of a government relations firm to assist with transit related issues in the Indiana General Assembly and with local governments throughout CIRTA's 10 county region, as needed.

### Term of Engagement

The original term of engagement will be for two years with two renewal option terms of two years each thereafter. The original term shall commence January 1, 2018 and terminate December 31, 2019.

### Suggested Tasks

CIRTA requests the following tasks as part of the project scope. The consultant may propose a different approach to the project, as long as the following tasks are included. CIRTA reserves the right to request changes to the scope, as appropriate, during contract negotiation.

1. Administration
  - a. Monthly invoicing to CIRTA.
  - b. Regular (at least weekly) written updates to CIRTA staff during the Indiana legislative sessions, and monthly when the Indiana legislature is not in session.
  - c. Regular in-person meetings – monthly during legislative session, quarterly off-session, and more as needed
  - d. Consultant will be responsible for submitting all required filings, forms, reports, etc., with the State of Indiana on behalf of CIRTA.

2. Fact finding
  - a. CIRTAs will participate in summary conversations with the consultant regarding public policy issues pertaining to transit in the Indiana General Assembly.
  - b. Consultant should research and prepare a written summary of background information by October of each year to inform CIRTAs as to transit issues expected in the following legislative session, with updates as soon as new transit related information becomes available.
  
3. CIRTAs Updates and Communication

Consultant will be expected to attend CIRTAs board meetings to provide updates as requested by CIRTAs staff or the CIRTAs board. The CIRTAs board meets every other month, and the schedule for the current year can be found at <https://www.cirta.us/wp-content/uploads/2016/12/2017-CIRTAs-Board-Meeting-Schedule.pdf>. The CIRTAs Executive Committee meets in months when there are not board meetings. Consultant may be asked to also participate in those meetings on occasion to assist in setting a legislative agenda.
  
4. Tracking Legislation and Member Communications
  - a. Consultant will be responsible for tracking and summarizing all relevant policy discussions, summer study committee agenda items relevant to CIRTAs, and introduced legislation during each legislative session during the term of this contract.
  - b. Consultant will communicate with elected officials on behalf of CIRTAs, and make strategic recommendations about when to involve individual CIRTAs staff and board members.
  
5. Prepare client for Legislative Testimony

Consultant will be expected to advise client when client's testimony is recommended, and will assist client with preparation of testimony.

## 04 Response Requirements

Consultants must submit a digital copy of their response; no paper copies are required. All digital files should be PDF. Responses must be no larger than 20 pages in size. All responses must be submitted no later than **4:00 PM EST on Friday, September 29, 2017**, and should be labeled with "RFP: CIRTAs Government Relations Services." Digital copies should be sent to the attention of Lori Kaplan at [lkaplan@cirta.us](mailto:lkaplan@cirta.us).

Submissions should be prepared simply and economically, providing a straightforward, concise description of the consultant's qualifications. Submissions should be no more than 20 pages. **Any information beyond these limitations will not be considered in evaluating the project response.**

At a minimum, the submission should include the following items, all of which are subject to the 20-page limit:

**Cover Letter:** (1-3 pages) Indicate your interest in the project and any unique qualifications or experience that should be taken into consideration, as well as your basic approach to providing government relations services and Suggested Tasks. Include information on lead individual and any sub

consultants on the team (teaming is welcome, but not required). The lead consultant would be required to carry liability insurance for this project. Section 06 of this RFP, as well as Section XII of the attached draft contract, indicate the insurance requirements that must be met. Also include your approach to the project, indicating how you will incorporate the suggested tasks, and whether additional tasks would be recommended. Also note any other government projects that you have provided services for, and which successful projects or legislation were involved. Clearly and concisely provide key information that should be considered in this selection.

**Completed Forms:** (3 pages + attachments) Complete one each of Forms A, B, C, and E. Three (3) Form D forms are to be submitted, each filled out by one of the respondent's references. Forms A, C, D, and E, are not included in the 20-page RFP response limit; Form B is included in the 20-page RFP response limit. The forms are included in this RFP packet and include:

- Form A: General Information
- Form B: Qualifications Statement
- Form C: References
- Form D: Client Reference Form
- Form E: Proposal Cost Form

**Scope and Fee Proposal:** Pricing shall be based on a flat fee per month, plus actual cost of out-of-pocket expenses, such as parking, mileage (at the federal reimbursable amount) for conducting business on behalf of CIRT A, reasonable parking, etc., and shall indicate any limitations on the number of hours per month that fee will include, and provisions for under/over utilization of those hours of service. Flat monthly fees may vary between months when the Indiana Legislature is in session and when it is not in session, but variable fees are not required.

**Questions:** (1 page, does not count toward limit) Questions will be accepted and directed to Lori Kaplan (lkaplan@cirta.us) until 10:00 AM September 11, 2017. All questions will remain anonymous. The questions, along with CIRT A answers will be posted on the CIRT A website (<https://www.cirta.us/about/procurement-opportunities/>) on or before September 18, 2017. Responses to questions will NOT be sent directly to vendors. Vendors will be responsible for periodically checking this website for any related addenda up to and including the due date.

## 05 Evaluation Criteria

CIRT A may use an evaluation committee to review submissions. Each member of the team will be given a copy of the accepted responses, and will evaluate each response against this RFP evaluation criteria.

**Project Approach: (20 points)**

Points awarded based upon "Cover Letter" as submitted according to Section 04 Response Requirements.

**Project Team: (30 Points)**

Points awarded based upon Forms A, B and C, as submitted according to Section 04 Response Requirements.

**Project Cost Information: (10 points)**

Proposal cost, Form E, will be considered in the selection; however, it will not be the primary determining factor.

**Project Team Experience: (40 points)**

Points awarded based upon Forms B, C and D, and "Cover Letter" as submitted according to Section 04 Response Requirements.

## 06 Supplemental Information

A submittal does not guarantee that the consultant will be contracted to perform any services, but only serves as notice to CIRT A that the consultant desires to be considered. CIRT A assumes no obligation to accept or take action on any response. CIRT A assumes no liability for any costs incurred in preparing or submitting a response.

An electronic version of the RFP can be found at: <https://www.cirta.us/about/procurement-opportunities/>.

**Bonds, Insurance, and Special Requirements:**

There are no bonds required for this RFP.

The consultant shall maintain insurance during the performance of the contract from one or more insurance companies licensed in the State of Indiana to provide the following forms of insurance, said insurance companies to be reasonably satisfactory to CIRT A, unless granted a waiver by CIRT A.

Upon the execution of a contract, the consultant shall furnish CIRT A with certificates of insurance showing that CIRT A has been listed as an additional insured.

All insurance is to remain in full force and effect until all work under the contract has been satisfactorily completed and accepted by CIRT A.

a. Workers' Compensation

1. Employers' Liability \$500,000
2. All States Endorsement Statutory
3. Voluntary Compensation Statutory

b. Public Liability and Property Damage

1. \$100,000 for bodily injuries to or death of one person in any one occurrence.
2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
3. \$100,000 for damage to or destruction of property in any one occurrence.

c. Errors and Omissions Insurance

**Please include a copy of your statement of liability insurance with your proposal.**

**Federal Participation:** CIRTAs is a recipient of Federal Funding through the Federal Transportation Administration of the United States Department of Transportation. This project, however, will not use any federal funds. All funding is 100% local match provided by CIRTAs members and other non-federal funds.

**Reserved Right:** CIRTAs reserves the right to withdraw this solicitation at any time in the process prior to contracting, upon notification to all vendors in receipt of the solicitation documents by fax, letter or email to their last known business address. If such action is taken by CIRTAs, no vendor will have claim for recompense.

## 07 Vendor Instructions

**Notice to Vendors:** Vendors are furnished the following instructions to clarify conditions for work, development and presentation of offers, clarification of contents, review of concerns, and other pertinent information from which knowledge of preparing and offering a responsible and responsive offer may be developed. All forms required in the certification pages must be completed or the response will be considered as non-responsive.

**Limitation of Responsibility:** CIRTAs is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any project idea. CIRTAs is not responsible for returning submitted project ideas to any vendor.

**Vendor Warrants and Sub-Contractor Restrictions:** Vendor will warrant that all information provided by it in connection with this offer is true and accurate, and that vendor by virtue of its submission is capable of supplying all work requested herein without brokering or delegating to a third party.

Vendor will warrant that it will not delegate or sub-contract its responsibilities under the Agreement beyond the level revealed in the solicitation without the prior written permission of CIRTAs.

**Taxes:** CIRTAs is tax exempt from Federal and State income, excise, use, and sales taxes.

**Independent Contractor:** The successful vendor shall be considered, and shall accept status as being that of an "Independent Contractor" to CIRTAs, and shall recognize that they are not an employee or officer of CIRTAs.

**Contract Required:** The Contract included as Attachment B is that contract proposed for use on this procurement. The vendor MUST include notification with their response of any exception taken to the proposed contract. Failure to provide exceptions shall result in the mandatory acceptance of the contract as submitted herein by default.

## **Attachment A: Required Forms**

**NOTE: Forms A, C, D, and E, are NOT included in the RFP 20-page response limit**

**Form B IS included in the RFP response 20-page limit**



**Form A: General Information** (submit one Form A)

Company Name:  
Street:  
City, State, Zip:  
Primary Contact:  
Telephone:  
Email:  
Web site:

**Type of organization:**

- Individual  Partnership  
 Joint Venture  Corporation  
 Other (explain)

**Is the vendor a: (check all that apply)**

- Minority Business Enterprise (MBE)  
 Woman Business Enterprise (WBE)  
 Disadvantaged Business Enterprise (DBE)  
 Veterans Business Enterprise (VBE)

**Does the company presently carry errors/omissions professional liability insurance?**

- Yes. Amount: \$\_\_\_\_\_.
- No. Would the vendor do so if awarded a contract? \_\_\_\_\_.

**Please attach the following items:**

A brief history of the vendor. A current company brochure may be submitted, if available. The history should outline the vendor's experience with Government Relations.

**Form B: Qualifications Statement** (submit one Form B)

**Project Manager**

Name:  
Years of relevant experience:  
% of time for this project:  
Street Address:  
City, State, Zip:  
Telephone:  
Email:

**Other Key Staff**

Name:	Years of Relevant Experience:
Name:	Years of Relevant Experience:
Name:	Years of Relevant Experience:

**Partnering Vendor**

(if appropriate; if more than one vendor, attach separate sheet(s) with contact information)

Company Name:  
Street Address:  
City, State, Zip:  
Telephone:  
Email:  
Web site:

**Please attach the following items:**

1. Relevant experience for Project
2. Resumes for key staff, including hourly rates

**Form C: References** (submit one Form C)

**Reference #1** (specific to project, no CIRTA references please)

Name:  
Organization:  
Street Address:  
City, State, Zip:  
Telephone:  
Email:  
Referenced Project:

**Reference #2** (specific to project, no CIRTA references please)

Name:  
Organization:  
Street Address:  
City, State, Zip:  
Telephone:  
Email:  
Referenced Project:

**Reference #3** (specific to project, no CIRTA references please)

Name:  
Organization:  
Street Address:  
City, State, Zip:  
Telephone:  
Email:  
Referenced Project:

**Form D: Client References** (submit a minimum of three (3) Form Ds)

Vendors shall supply this form to a minimum of three current or former clients to be completed by the client and submitted by vendor with the RFP response.

To be completed by reference:

Name:

Organization:

Street Address:

City, State, Zip:

Telephone:

Email:

1. What is the nature of your business?
2. What tasks was this consultant engaged to perform for you?
3. Was the consultant successful in obtaining results hoped for? Why or why not?
4. Were communications with consultant in writing or verbal? Please indicate frequency of communications for each mode:
  - a. During legislative session:
    - i. Written communications:
      - a) Legislative updates: \_\_\_/day, \_\_\_/week, \_\_\_/month
      - b) Email communication: \_\_\_/day, \_\_\_/week, \_\_\_/month
    - ii. Verbal communications: \_\_\_/day, \_\_\_/week, \_\_\_/month
  - b. In between legislative session:
    - i. Written communications:
      - a) Legislative updates: \_\_\_/day, \_\_\_/week, \_\_\_/month
      - b) Email communications: \_\_\_/day, \_\_\_/week, \_\_\_/month
    - ii. Verbal communications: \_\_\_/day, \_\_\_/week, \_\_\_/month
5. Were communications and updates from consultant satisfactory? If not, please explain.
6. Would you hire this consultant again? Why or why not?

**Form E: Proposal Cost Form** (submit one Form E)

\_\_\_\_\_ submits pricing for "CIRTA: Government Relations Services" in accordance with the Scope of Work, terms, and conditions of this RFP.

\$\_\_\_\_\_ Proposed monthly fee for providing any and all government relations services to CIRTA as outlined in this RFP during Indiana General Sessions (attach additional supporting information)

\$\_\_\_\_\_ Proposed monthly fee for providing any and all government relations services to CIRTA as outlined in this RFP during months when the Indiana General Assembly is not in session, if different from those months when the General Assembly is in session (attach additional supporting information). Separate pricing for these two different times in the legislative process is optional and not required.

Authorized company officer or agent responsible for this submission:

\_\_\_\_\_  
(Officer or Agent Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name)

## **ATTACHMENT B: SAMPLE CONTRACT**

**AGREEMENT BETWEEN**  
**CENTRAL INDIANA REGIONAL TRANSPORTATION AUTHORITY**  
**AND**  
**(CONTRACTOR)**

**TO PROVIDE SERVICES RELATED TO GOVERNMENT RELATIONS**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_ \_\_\_\_, 2017 by and between the Central Indiana Regional Transportation Authority (hereinafter referred to as "CIRTA") and (Consultant Name) located at (address) hereinafter referred to as the "Contractor");

WITNESSETH THAT:

**WHEREAS**, CIRTA issued a Request for Proposals "CIRTA-Government Relations Services", RFP #2017-2, on September 5, 2017; and

**WHEREAS**, Contractor submitted its proposal, including pricing, (hereinafter collectively referred to as the "Proposal" or "Bid"), on or before September 29, 2017; and

**WHEREAS**, a CIRTA directed selection committee analyzed and evaluated the Contractor Proposal; and

**WHEREAS**, Contractor is a responsive and responsible vendor willing to perform services consistent with the CIRTA-Government Relations Services RFP and its proposal; and

**WHEREAS**, the parties hereto wish to memorialize the terms of the Contractor's engagement to provide the CIRTA-Government Relations Services to CIRTA consistent with the terms of the CIRTA-Government Relations Services RFP and Contractor's Proposal; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

**SECTION I Services to be Performed by the Contractor**

All work to be performed by the Contractor will be in accordance with the scope of services outlined in Attachment C, attached to this Agreement, and made an integral part hereof.

**SECTION II Compensation**

The Contractor shall receive payment for the work performed under this Agreement as outlined in Attachment A. Total payment is not to exceed \$xx,xxx as authorized by CIRTA.

**SECTION III                    Duration of Agreement**

The term of the agreement will begin on January 1, 2018 and will continue for a term of two years, through December 31, 2019, and may be renewed for two additional terms of two years each upon mutual agreement of the parties hereto.

**SECTION IV                    Subcontracting and Assignment of Agreement**

The Contractor agrees to perform the work within its organization except for specialized service. No portion of the Agreement shall be subcontracted, assigned, or otherwise disposed of without the consent of CIRTA. The consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Agreement.

**SECTION V                    Employment**

Attachment B, State and Federal Regulations on Nondiscrimination and attached to this Agreement is to be considered an integral part hereof and is to be complied with by the Contractor on this Agreement.

- A. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award or making of this Agreement. For breach or violation of this warranty, CIRTA shall have the right to annul this Agreement without liability or in its discretion to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. Contractor and its officers, agents, employees and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- C. In connection with the performance of this Agreement, the Contractor will cooperate with CIRTA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best effort to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for sub-contract work under this contract.



## SECTION VI **Compliance with Laws**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by CIRT and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with CIRT as set forth in IC § 4-2-6 et seq., IC § 4-2-7, et. seq., and the regulations promulgated thereunder. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, CIRT may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6 and 4-2-7.
- C. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for CIRT. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with CIRT.
- D. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

## SECTION VII **Conflict of Interest**

Contractor certifies and warrants to CIRT that neither it nor any of its officers, agents, employees, or subcontractors will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with CIRT.

- A. For Purposes of compliance with IC 36-1-21, Contractor certifies and warrants to CIRT that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of either the CIRT Executive Director, or a member of the CIRT Board.
- B. Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

## SECTION VIII **Debarment and Suspension**

- A. Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal

department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- B. Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- C. Contractor shall provide immediate written notice to CIRTA if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

Section IX: **Compliance With E-Verify Program**

Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- A. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section, CIRTA shall require Contractor to remedy the violation not later than thirty (30) days after CIRTA notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, CIRTA shall terminate the contract for breach of contract. If CIRTA terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to CIRTA for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- B. If Contractor employs or contracts with an unauthorized alien but CIRTA determines that terminating the contract would be detrimental to the public interest or public property, CIRTA may allow the contract to remain in effect until CIRTA procures a new Contractor.
- C. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section, Contractor may terminate its contract with the subcontractor for such violation.

- D. Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with CIRT prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with CIRT.

#### **SECTION XI. Responsibility for Claims and Liabilities**

The Contractor shall be responsible for all damages to life and property due to negligence of the Contractor, its subcontractors, agents, or employees, while carrying out the activities under this Agreement, and shall be responsible for all parts of the work, both temporary and permanent, until the services under the agreement are declared accepted by CIRT. It is expressly understood that the Contractor shall indemnify, defend, and hold harmless CIRT and its officers, agents, officials, and employees from any and all third party claims, suits, actions, damages, judgments and liens and costs of every name and description to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. CIRT shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of CIRT.

#### **SECTION XII Insurance**

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and CIRT from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

Contractor's insurance shall be not less than the amounts shown below:

##### **A. Workers' Compensation**

1. Employers' Liability \$500,000
2. All States Endorsement Statutory
3. Voluntary Compensation Statutory

##### **B. Public Liability and Property Damage**

1. \$100,000 for bodily injuries to or death of one person in any one occurrence.
2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.

3. \$100,000 for damage to or destruction of property in any one occurrence.

#### C. Errors and Omissions Insurance

Certificates of Insurance, naming CIRTA as an "additional insured" showing such coverage then in force (but not less than the amount shown above) shall be filed with CIRTA prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to CIRTA.

With the prior approval of CIRTA, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

### SECTION XIII **Delays and Extensions**

Delays or hindrances beyond the control of the Contractor shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties; it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of CIRTA of any of its rights herein.

### SECTION XIV **Abandonment and Termination**

CIRTA reserves the right to terminate or suspend this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

- A. If CIRTA shall abandon the services herein mentioned, the Contractor shall deliver to CIRTA all documents, including tracings, drawings, reports, computations, computer programs, and data processing output, as instruments of services and they shall become the property of CIRTA. The earned value of the work performed shall be based upon an audit of the portions of the total services as have been rendered by the Contractor to the date of the abandonment. The payment as made to the Contractor shall be paid as final payment in full settlement of this service hereunder.
- B. CIRTA may terminate this Agreement, if, for the current fiscal year, CIRTA does not have adequate funding to support said Agreement.
- C. If at any time the Contractor shall abandon or delay the operation and completion of plans beyond the dates mutually agreed upon by CIRTA and the Contractor, CIRTA may give written notice, as herein provided, of such delay or abandonment and, if the Contractor shall not, within twenty (20) calendar days thereafter, have complied with the requirements of this Agreement then CIRTA shall have the power to terminate this Agreement by a second written notice, either

mailed or personally delivered. Upon the mailing or delivery of such second notice, this Agreement shall cease and terminate and CIRTAs may by any method it deems to be necessary designate and employ other Contractors by contract or otherwise, to perform and complete the services herein described.

- D. In case CIRTAs shall act under the last preceding paragraph, then and in such event, all documents, including tracings, drawings, reports, computations, computer programs, and data processing output, as instruments of services pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to CIRTAs. In the event of the failure by the Contractor to make delivery upon demand, the Contractor shall pay to CIRTAs any damage it may sustain by reason thereof.
- E. In the event of termination under this article, Contractor shall be compensated for services properly rendered and non-cancellable commitments incurred prior to the effective date of termination. CIRTAs will not be liable for services performed after the effective date of termination.

#### **SECTION XV                      Ownership of Documents and Publications Provisions**

All documents, including tracings, drawings, reports, computations, computer programs, and data processing output, as instruments of services, are to be the property of CIRTAs. During the performance of the services provided for herein the Contractor shall be responsible for any loss or damage to the documents, herein enumerated, including information furnished by CIRTAs to the Contractor. CIRTAs shall have the right to review and inspect the Contractor's activities at the appropriate intervals. CIRTAs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

Contractor acknowledges that CIRTAs will not treat this Agreement as confidential information and that it constitutes a public record pursuant to IC 5-14-3. Use by the public of any document or the information contained therein, shall not be considered an act of CIRTAs.

#### **SECTION XVI                    Successors and Assigns**

CIRTAs, insofar as authorized by law, binds itself and its successors, and the Contractor binds his successors, executors, administrators, and assigns, to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither CIRTAs nor the Contractor shall assign, sublet, or transfer its or his interest in this Agreement without consent of the other.

#### **SECTION XVII                Access to Records**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the Agreement period and for three (3) years from the date of

final payment to this Contractor. The costs principles contained in 48 CFR Subpart 31.2 shall be adhered to for work under this Agreement. Such materials are to be available for inspection by any authorized representatives of the INDOT, CIRTA, or the Federal Government and copies thereof shall be furnished if requested.

**SECTION XVIII            Effective Date**

This Agreement shall not be effective unless and until approved by the CIRTA board and signed by a representative of the CIRTA board and the Contractor.

**SIGNATURE PAGE**

**Central Indiana Regional Transportation Authority - (CIRTA)**

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

Cassie Stockamp, Board President

\_\_\_\_\_ **(Contractor)** Date: \_\_\_\_\_

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

Printed: \_\_\_\_\_

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

**ATTACHMENT A**  
**COMPENSATION**

**A. Amount of Payment**

The CONTRACTOR shall receive as payment for the work performed under this Agreement the total fee not to exceed \$xx,xxx unless a modification of the Agreement is approved in writing by CIRTA.

**B. Method of Payment**

The CONTRACTOR may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to:

CIRTA  
201 East Washington Street, Suite 202  
Indianapolis, Indiana 46204

The invoice voucher shall represent the value, to CIRTA, of the partially completed work as of the date of the invoice voucher. The CONTRACTOR shall attach thereto a summary of activities and milestones, where applicable, percentage completed and prior payments.

If CIRTA does not agree with the amount claimed by the CONTRACTOR on an invoice voucher it will send the CONTRACTOR a letter by regular mail listing the differences between actual and claimed progress. CIRTA will continue to process the invoice voucher as corrected by CIRTA.



## **ATTACHMENT B**

### **NON-DISCRIMINATION**

A. Pursuant to I.C. 22-9-1-10 and U.S.C. 2000e, the CONTRACTOR and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin, ancestry, age, disability, or United State military service veteran status. Breach of this covenant may be regarded as a material breach of the contract.

B. The CONTRACTOR, and any agent of the CONTRACTOR, in the performance of the work under this contract, shall comply with 42 U.S.C. 2000e, provided the CONTRACTOR has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year. 42 U.S.C. 2000e states in part that it shall be unlawful for the CONTRACTOR to:

1. fail to refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, ancestry, age, disability, or United State military service veteran status, with breach of this section being regarded as a material breach of this Agreement; or

2. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, national origin, ancestry, age, disability, or United State military service veteran status, with breach of this section being regarded as a material breach of this Agreement.

The CONTRACTOR shall comply with 42 U.S.C. 2000e, the terms of which are incorporated herein and made a part of this contract. Breach of this covenant may be regarded as s material breach of contract.

CERTIFICATE OF CONTRACTOR

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of (Contractor) whose address is (Address) and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):\_\_\_\_\_.

I further certify that no employee, officer or agent or partner or any member of their immediate families of this firm is employed or retained either full or part-time in any manner by the CIRTA; except as herein expressly stated (if any):\_\_\_\_\_.

I acknowledge that this this contract is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

)SS:

COUNTY OF \_\_\_\_\_)

The undersigned, being duly sworn on oath, says that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Before me, a Notary Public in and for said County and State personally appeared \_\_\_\_\_, who acknowledged the truth of the statements in the foregoing on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Resident County:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-VERIFY AFFIDAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the CIRTA is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Consultant, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the CIRTA, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

Important - Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

**ATTACHMENT C**  
**SCOPE OF SERVICES**