# IFB #2018-1 CIRTA

## North Plainfield Reverse Commute Transit

Release: March 23, 2018
Due: Noon (12 pm EST), April 16, 2018
Bid opening: April 17, 2018

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

PHONE
(317) 327-7433

EMAIL
proth@cirta.us

## PROCUREMENT SCHEDULE

## IFB #2018-1 CIRTA

## North Plainfield Reverse Commute Transit

FIRST ADVERTISEMENT: March 23, 2018
SECOND ADVERTISEMENT: March 30, 2018
WRITTEN QUESTIONS DUE: April 2, 2018
ANSWERS TO WRITTEN QUESTIONS PROVIDED: April 9, 2018

No pre-bid for this procurement

IFB DUE DATE: April 16, 2018, 12:00 PM (EST)

BID OPENING: April 17, 2018, 9:00 AM, (EST.) at 201 E. Washington St. Suite 202, Indianapolis, IN 46204

# IFB #2018-1 CIRTA

## North Plainfield Reverse Commute Transit

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## SECTION 1: INTRODUCTION & STATEMENT OF WORK

### ***Section 1.1 History and Purpose of request:***

The Central Indiana Regional Transportation Authority, hereinafter CIRTA, is a regional governmental organization (IC 36-9-3) that is working to expand transportation options that connect the urban core of Indianapolis with suburban and rural communities in Marion, Hamilton, Hancock, Shelby, Johnson, Morgan, Hendricks, Boone, Delaware and Madison 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 of Indiana, and the labor organization for Indianapolis Public Transportation Corporation employees.

CIRTA is now soliciting through this Invitation for Bid for the service of:

**North Plainfield Reverse Commute Transit**

This solicitation is compliant with the CIRTA Procurement Policy (adopted February 6, 2018), which is available upon request.

### ***Section 1.2 Proposals, Due Time, Date, and Locations:***

Bidding Firms must submit one (1) original proposal with appropriate seals and signatures and one (1) electronic copy (provided via portable drive or CD/DVD). Any unauthorized alteration to the forms contained in the IFB or failure to submit all certifications referenced may be cause for the proposal to be declared as non-responsive.

All proposals and copies must be submitted no later than 12:00 pm (EST) on April 16, 2018. Proposals should be labeled with “IFB #2018-1 CIRTA North Plainfield Reverse Commute Transit” and sent to the attention of:

Philip Roth
Central Indiana Regional Transportation Authority
201 E. Washington Street, Suite 202
Indianapolis, IN 46204

Bids will be opened and read aloud and recorded at 9:00 AM EST on April 17, 2018 at 201 E. Washington Street, Indianapolis, IN 46204. The public reading will consist of the vendor’s name(s) and total dollar amount of the bid(s).

Under no circumstance will any proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute and includes, but is not limited to, failure of a private delivery service or the United States Postal Service to deliver documents in a timely or scheduled manner. No response will be accepted that is not in the format specified above. Proposals received after the due

date and time will be returned un-opened.

***Section 1.3 Pre-Proposal Conference:***

There will not be a pre-bid meeting for this procurement. Please submit any questions via email to proth@cirta.us by April 2, 2018.

***Section 1.4 Term of Engagement:***

The term for this contract will be one year. Service will begin on July 1, 2018. CIRTA has the option to extend the length of this contract twice for up to 12 month periods after the expiration of the original term, and subject to the same terms and conditions set-forth in this contract.

Exercise of this option is contingent upon continued dedicated funding for the service and at the sole discretion of CIRTA and is not subject to agreement or acceptance by the Contractor. The term of the renewed contract may not be longer than the term of this original contract.

***Section 1.5 History of the Service:***

This is continuation of an existing service that provides reverse commute transit access to employment sites in Plainfield, Indiana. The service first started on July 6, 2015. Initially funded by funds from the U.S. Federal Transit Administration, the State of Indiana, and the Town of Plainfield, the service will continue to be funded by an Economic Improvement District formed by Town of Plainfield Ordinance No. 34-2017 on December 11, 2017 in accordance with I.C. 36-7-22.

***Section 1.6 Purpose:***

CIRTA is seeking proposals for a “Turn Key” North Plainfield Reverse Commute service. Selected contractor will provide bus service connecting the IndyGo Route 8 and North Plainfield employment sites on weekdays. The bidding process is also considering supplemental times on Saturdays, either on a temporary or permanent basis. Specific route information is detailed in Attachment A.

***Section 1.7 Statement of Work:***

Selected vendor will be required to provide a “Turn Key” Reverse Commute service. Selected Contractor will provide service 255 days per year connecting the IndyGo Route 8 and Plainfield employment sites on weekdays, with provisions for possible extension of that service to Saturdays. Contractor must address the following points in proposal:

- Compliance with US DOT regulations
- Vehicles used, submit on form provided
- Proof of qualified and trained drivers: submit resumes of drivers and summary of internal training program

- A documented maintenance program: submit maintenance records of proposed vehicles for past 6 months
- Vehicle storage
- Cleaning (interior and exterior): submit processes used
- Fuel and fueling operations (contractor to provide)
- Non-service parking
- Proof of insurance, selected Contractor is to add CIRTA for liability coverages.

Additional Contractor Requirements:

- Contractor must have method of collecting and recording daily, weekly, and monthly ridership and revenues. Ridership reports to be submitted daily and revenue reports to be submitted with monthly invoices. Total monthly revenue to be deducted from monthly invoice. CIRTA to pay net.
- Service schedules will be determined based on employer needs and Indianapolis Public Transportation Corporation (IPTC) schedules. Contractor must be able to provide service if needs or schedules change.
- Fare amount is set by CIRTA.
- Vehicle operators provided by the vendor will be expected to display courteous curb-side service to riders without the expectation of remuneration beyond employment wage, with no tipping allowed.
- Daily services will be provided during the standard morning and evening commute hours (roughly 5 to 9:30 AM and 1 to 7 PM).
- All vehicles used in any fixed route or demand type service must meet ADA compliance regulations as defined in CFR 49. Contractor needs to be able to provide ADA accessibility (all services) on demand unless access for both disabled and non-disabled is unavailable due to vehicle capacity constraints. [49 CFR 37.23(c) “A public entity which enters into a contractual or other arrangement or relationship with a private entity to provide fixed route service shall ensure that the percentage of accessible vehicles operated by the public entity in its overall fixed route or demand responsive fleet is not diminished as a result.]
- An Account Manager is to be assigned to CIRTA’s account. This person will be the direct contact on all aspects of CIRTA’s account.
- Selected contractor will be responsible for obtaining background checks for all their employees that will be interacting with customers. Selected contractor will be responsible for cost of said background checks.

NOTE: Please review Attachments A and B of this procurement. Attachment A details the North Plainfield Connector route and schedule expectations, while Attachment B outlines policies for the larger Workforce Connect program, including the following:

- Performance measures
- Penalties for substandard service
- Operations/Service Plan
- Customer Service

## ***Section 1.8 Bonds, Insurance, and Special Requirements***

There are no bonds required for this IFB.

A. The Contractor shall secure and keep in force during the term of this contract, the following insurance coverage, covering the Contactor for any and all claims of any nature which may in any manner arise out of or result from the Contractor's performance under this contract:

   1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the FTA. CIRTA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this contract.
   2. Automobile liability with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. CIRTA is to be named as an additional insured on primary, non-contributory basis.
   3. The Contractor shall provide proof of insurance coverage by tendering to the undersigned representative certificate of insurance prior to the commencement of this contract and proof of workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:
   1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
   2. Any deductible or self-insure retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
   3. CIRTA will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify CIRTA under this contract shall not be limited by the insurance required in this contract.
   4. The insurance required in this contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior notice to CIRTA.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling CIRTA to immediately terminate the Contract. The Contractor shall furnish a certificate of insurance and all endorsements to CIRTA before the commencement of this Contract.

## ***Section 1.9 Evaluation***

In accordance with 105 IAC 12-2-16, a contract shall be awarded by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this invitation to bid. Contract will be reviewed at the April 24, 2018 CIRTA Board Meeting at MIBOR, 1912 N. Meridian Street, Indianapolis, IN, 46202. This is a public meeting. See Vendor Instructions and Checklist for required documentation.

Financial Capability Pass/ Fail: The proposed must demonstrate financial capacity to support their ability to provide service on a reimbursement basis (e.g. insurance, payroll, etc).

## ***Section 1.10 Federal Participation***

CIRTA is a recipient of Federal Funding through the Federal Transit Administration of the United States Department of Transportation. Services procured under this solicitation may be financed in part with this funding.

## ***Section 1.11 Reserved Right***

CIRTA 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 CIRTA, no vendor will have claim for recompense.

## SECTION 2: VENDOR INSTRUCTIONS

### ***Section 2.1 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 proposal will be considered as non-responsive.

### ***Section 2.2 Required Responses***

The following items are listed as required. Failure to include them in your submission may cause your proposal to be ruled non-responsive.

Acknowledgment of Addendums
Proposal **(1 original, 1 electronic [including scans of signed originals])**
Proposal Check List
Certificate of Procurement Integrity
Certificate of Restriction on Lobbying
DBE Participation form
Certificate Regarding Debarment
Affidavit of Non-collusion
DOT Assisted Contracts Bidders List Certification
Insurance History (incidents) for past 12 months
Resumes /w training records
Completed Bid Offer Cost Form
Financial Information (Sealed)
List of proposed vehicles w/maint. records
References with contact information
DBE Good Faith Efforts Documentation Form
Employment Eligibility Certification
Summary of Driver Training Program

**References**
CIRTA requires the vendors submitting proposals to furnish a list of at least three (3) references that are now or within the past five years have been a customer of the vendor and to whom they have provided services of a similar nature. This list shall include the following:
**Customer name**
**Name of Procurement officer**
**Customer Address (where operation takes place)**
**Customer Telephone number**
The list must be part of the proposal submission. Failure to comply with this request could result in the removal of the vendor from any further consideration for contractual agreement.

## ***2.3 Limitation of Responsibility***

CIRTA 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 offer.CIRTA is not responsible to return to any vendor the offer submitted to CIRTA as a response to this solicitation.

## ***2.4 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 CIRTA.

## ***Section 2.5 Responsiveness and Responsibility Definitions***

All offers must be responsible and responsive.

Definition of responsive for submitting parties to this solicitation:

All certifications and form blanks must be filled in or zeroed, all services must conform with the Statement of Work requested, unless an alternate but equal request has been approved in writing by CIRTA prior to the submission date and time; and all associated certificates and other associated information and documents must be completed and included in the submission package, in a sealed envelope to conform with the definition of the term, *responsiveness*. Any alteration, erasure, or interlineations of the documents may be cause for the offer to be determined non-responsive. However, CIRTA reserves the right to waive any defects or irregularities in any submission, to accept all submissions, or to reject any and all submissions.

Definition of responsible for the submitting parties to this solicitation:

CIRTA may consider among other factors, the Contractor's record of integrity, experience, and past performance record with CIRTA, its financial status, the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to CIRTA, or the Federal, State or Local Government(s). In arriving at a determination, CIRTA may institute a pre-award survey on any or all respondents. Respondents will be required to cooperate with the pre-award survey team if one is used. Failure to cooperate may result in a finding of non-responsible respondent. A vendor shall not add to, delete from, or change any specification, term, or condition within the solicitation package unless authorized to do so by an amendment issued by CIRTA. In addition vendors must confine their response to the spaces provided on any furnished submittal form or Cost Form, except where the Form itself

may make an exception to the contrary. Alternate offers may be submitted but shall be submitted in a format that is easily understood, shows conformance with the contents of the Statement of Work, and contains full explanation as to the effectiveness of the alternate proposed in satisfying the intent of the solicitation. All prices must be furnished to match the requested units or quantities as shown on the Submission Pricing Sheets. Where indicated the total extended price should be shown. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. No changes will be allowed to the point of placement of decimal points and zeroes. All submissions will be for the exact quantities and/or breakdowns reflected in the statements and conditions of the solicitation.

### ***Section 2.6 Taxes***

CIRTA is tax exempt from Federal and State excise, use, and sales taxes.

### ***Section 2.7 Independent Contractor***

The successful vendor shall be considered, and shall accept status as being that of an "Independent Contractor" to CIRTA, and shall recognize that they are not an employee or officer of CIRTA. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint-ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for an injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

### ***Section 2.8 Contract Required***

Vendor selection recommendation will be presented to the Board or their designee for award and authorization to enter into contractual discussions and the pursuit of a contract with the recommended vendor.

CIRTA reserves the right to ask questions for clarification to offer items of any submitter during the evaluation process without such effort being construed as bargaining. Upon authorization by the CIRTA Board to award a contract based upon a particular offer submitted by a designated vendor, said vendor and CIRTA will work diligently to complete a contractual arrangement for the services within thirty calendar days of the Board action. Failure of the sides to reach a contractual arrangement may nullify the action of the CIRTA Board as to the award of the services and release CIRTA to attempt to secure a contract through negotiations with the second most favored vendor.

Submission of an offer will be construed as tacit acknowledgment and agreement to this section, and a dedication on the part of the vendor to seek in good faith a contractual arrangement consistent with this solicitation and its offer.

## SECTION 3: COMPLIANCE WITH REGULATIONS AND GENERAL REQUIREMENTS

### ***Section 3.1 Federal Regulations***

Federal Procurement Regulations establish certain submissions be required from any third party contract CIRTA enters into with any vendor. In order that CIRTA may be compliant with the Federal Requirements of FTA Circular 4220.1F, each vendor is required to complete and submit as a part of the offer package, completed certifications as defined in this section.

### ***3.2 Required Submissions***

The following pages of certifications must be completed and returned with your offer. Some portion of these required certifications may/will not be applicable to the contents of the statement of work that is attached to and made a part of this solicitation. However, the offer submitted must contain completed, signed, and sealed (if required) documents. If the document is not applicable, write “N/A” on the face of the document and sign in the appropriate area.

### ***3.3 Failure to Supply***

Failure to supply the required certifications shall result in the determination of the offer as “Non-Responsive”.

### ***3.4 Notary Seals***

Any certification requiring a Notary Public Seal, must be sealed in the package marked “Original”, and may be copied in the subsequent number of offer packages required in Section 2.2 – Required Responses.

### ***Section 3.5 Other Federal Requirements and Clauses:***

In order to ensure that its contracts contain all required FTA clauses, all CIRTA contracts will incorporate by reference the contract clauses found in the most up-to-date version of Appendix A in the FTA’s Best Practices Procurement Manual (found at https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual). The following paragraphs summarize and elaborate upon these requirements; where they may be found to conflict with the Manual, the requirements of the Manual will apply.

## Background

The Central Indiana Regional Transportation Authority (CIRTA) is funded, in part, by the Federal Transit Administration (FTA) of the United States of America. Various Federal Statutes and Regulations govern the purchasing procedures of CIRTA. Basic requirements and the associated required documents and responsibilities will be

found in **OMB Circular A-102, and in FTA Circular C-4220.1F.** The Statutes, Regulations, and Circulars governing the procurements by CIRTA require among other things that purchases be made according to approved plans and specifications, which will become part of the contractual documents between CIRTA and the successful vendor(s).

## Proposal and Contract Procedure

CIRTA reserves the right, when necessary, to postpone the times at which proposals are scheduled to be received and opened, and to amend the solicitation statement of work. Prompt notification of such postponement or amendment shall be given by CIRTA to all prospective proposers who have requested or received the solicitation documents.

If the work is amended, any responder from whom an offer had been received prior to the giving notice of amendment will be entitled to withdraw the submission and resubmit their response in conformance with the changed work. Submittals must be placed in an envelope, marked clearly with the number assigned to the solicitation by the responder before submission to the Purchasing offices. All submissions must be received at CIRTA, located at 201 E. Washington Street, Suite 202, Indianapolis, IN 46204, no later than the date and the time shown in the Schedule of Procurement. Upon receipt, all submissions shall be dated and timed. Any submittal received after the time and date specified in this offer, or any amendment thereto, will be returned unopened. No late submission will be considered in the selection process regardless of reason for lateness, including delays by the United States Postal Service. All submissions received on time will be recorded and witnessed. No proposal may be withdrawn after the opening. Submitted terms and conditions must be guaranteed for a term of not less than sixty (60) days, or until Board action (if required) whichever is longer. CIRTA reserves the right to reject any and all submissions at any time in the procurement process prior to final contract execution. CIRTA will examine each proposal to determine if the responder was responsive to the solicitation, and if the vendor is a responsible vendor and able to fulfill any potential award.

## No Obligation by the Federal Government.

(1) CIRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## Federal Changes

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

## Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## ADA Access

*Title 49 Subtitle A Part 27 Non Discrimination on Basis of Disability in Programs or Activities Receiving Federal Financial Assistance. [Sec. 27.3 Applicability]* This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives such assistance. Design, construction, or alteration of buildings or other fixed facilities by public entities subject to part 37 of this title shall be in conformance with appendix A to part 37 of this title. All other entities subject to section 504 shall design, construct, or alter a building, or other fixed facilities shall be in conformance with either appendix A to part 37 of this title or the Uniform Federal Accessibility Standards, 41 CFR part 101-19 subpart 101-19.6, appendix A [44FR 31468, May 31, 1979 as amended at 56 FR 45621, Sept. 6, 1991; 68 FR 51390, Aug. 26, 2003] (Applicable to construction contracts only) Section 107 (OSHA)

## Disputes

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

## Performance During Disputes

Unless otherwise directed by CIRTA, contractor shall continue performance under

this contract while matters in dispute are being resolved.

## Claims for Damages

Should EITHER party to the contract suffer injury or damage to person or property because of an act or omission of the party or of any of its employees, agents or others for whose acts he/she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

## Remedies

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

## Rights and Remedies

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

## Opportunity to Cure

CIRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fourteen (14) calendar 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 Contractor fails to remedy to CIRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fourteen (14) working days after receipt by Contractor of written notice from CIRTA setting forth the nature of said breach or default, CIRTA 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 CIRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## Waiver of Remedies for any Breach

In the event that CIRTA elects to waive its remedies for any breach by contractor of any covenant, term, or condition of this contract, such waiver by CIRTA shall not limit CIRTA’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

## Termination for Convenience

CIRTA, by written notice, may terminate this contract, in whole or in part, when it is in the interest of CIRTA. If this contract is terminated, CIRTA shall be liable only for payment

under the payment provisions of this contract for services rendered before the effective date of termination.

## Termination for Default

If the Contractor fails to perform the services in the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, CIRTA may terminate this contract for default. CIRTA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CIRTA.

## Warranties and Guarantees

The contractor will deliver to CIRTA any and all Warranties and Guarantees for the contracted goods and/or services delivered in their hand from a manufacturer or other provider as a result of the contractual arrangement with CIRTA. The contractor shall warrant concerning the equipment: Conformance to specifications, products free from defects, functionally acceptable, of good materials and workmanship and suitable for the intended use.

## Transfers

The contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of CIRTA. In addition none of the services covered by this agreement shall be sub-contracted or contracted out, unless proposed that way in the original proposal response without the written approval of CIRTA. The price CIRTA shall pay to the contractor is the price(s) stated in the contractors' proposal or alternate proposal as accepted by CIRTA.

## Single Offers

If only one (1) offer is received, CIRTA is required under the terms of FTA Circular 4220.1F to conduct a cost and price analysis. That analysis will then be submitted to the FTA prior to any award. Vendor is required to hold pricing firm until FTA approval or rejection is received. Vendors are required to provide for the analysis any requested information. Failure to provide the requested information will result in the vendor being removed from consideration for contract completion.

CIRTA reserves the right to accept or reject the submitted offer on the basis of the analysis or comparison alone if it is deemed in the best interest of CIRTA to accept or reject.

## Condition of Payment

All services provided by the Contractor under this Contract must be

performed to CIRTA's reasonable satisfaction, as determined by the CIRTA representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. CIRTA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

Payment terms of the contract shall be NET 30 DAYS except where Cash Discount Terms are requested and included on the Proposal Cost Sheet by the respondent. Vendor cash discount terms on invoices that offer to CIRTA better cash discounts than the proposal may be accepted. The minimum acceptable payment term is NET 30 Days. Request for terms of less than this will most probably not be honored unless supported by a need or circumstance that would justify a change in policy on the part of CIRTA. All invoices for supplies, services, materials or equipment shall be submitted to:

**Central Indiana Regional Transportation Authority**
**201 E. Washington Street, Suite 202**
**Indianapolis, IN 46204**

## Indemnity (not a federal requirement)

The contractor shall indemnify CIRTA, CIRTA 's Board of Directors, and all of its agents and/or employees, and hold them harmless from all losses, damages, costs, expenses, claims, suits, judgments in law and equity, that may at any time arise, or be set up, by any breach of any express or implied warranties arising out of the furnishing services under this agreement; or arising out of any other failure of the contractor to meet the obligations of the contract. CIRTA will give the contractor prompt notice in writing of the institution of any suit or preceding and permit the contractor through its counsel to defend same, and will deliver all needed information, assistance, and authority to enable the contractor to do so.

## Civil Rights

The following requirements apply to the underlying contract:

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The following equal employment

opportunity requirements apply to the underlying contract:

> **(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
> **(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
> **(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**(3) The Contractor also agrees** to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. The following clause language is suggested via the BPPM page 526. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific

contract goals have been established.

## Access to Records

The following access to records requirements apply to this Contract:

a. Where CIRTA is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), Contractor agrees to provide CIRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
b. Where any Purchaser which is the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1 through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
d. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CIRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
e. FTA does not require the inclusion of these requirements in subcontracts.

## Labor Provisions

In the event this contract requires the hiring of Mechanics or Laborers, all provisions of 29 CFR Section 5.5 will apply. The contractor will be responsible for compliance by any subcontractor with any and all clauses set forth in this regulation.

## Disadvantaged Business Enterprise

CIRTA, in accordance with Title VI of the Civil Rights Act of 1964, 778 §252, 42 U.S.C. 2000d to 2000 — 4, and Title 40, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the DOT issued pursuant

to such act, hereby notifies all vendors that it will affirmatively insure that for any contract entered into pursuant to this advertisement; Minority Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, or national origin in the consideration of award.

## Disadvantaged Business Enterprise or DBE

A for profit Small Business Concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business or stock. Small Business Concern: A small business as defined by Section 3 of the Small Business Act and Appendix B-Section 106(c) determinations of Business Size.

## Socially and Economically Disadvantaged Individuals

Any individual who is a citizen, or lawfully admitted permanent resident of the United States and who a recipient finds to be socially and economically disadvantaged individual on a case-by-case basis. Is an individual in the following groups, members of which are rebuttable presumed to be socially and economically disadvantaged.

1. Black Americans, which includes persons having origins in any of the Black racial groups of Africa.
2. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture of origin, regardless of race.
3. Native American, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
4. Asian Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma, Vietnam, Laos, Cambodia, Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Territories of Pacific Islands, the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federates States of Micronesia, or Hong Kong.
5. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, and Bangladesh. Bhutan, the Maldives Islands, Nepal or Sri Lanka.

The contributions of capital, equipment, or expertise that has been made by the minority owners must be real, substantiated, and documented. It is the policy of CIRTA that DBE vendors should participate to the greatest extent possible consistent with the laws of the State of Indiana in contracts awarded by CIRTA.
It is the policy of USDOT that DBEs as defined in 49 CFR Part 26 and amended in Section 106(c) of the Surface Transportation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the

DBE requirements of 49 CFR Part 26 and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987 apply to this agreement and is considered pertinent to any contract resulting from this solicitation. It is further the policy of CIRTA to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of CIRTA 's procurement activities is encouraged. Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses. CIRTA's goal for budgeted service contract, bus repair parts, and other materials and supplies for DBE's participation have been established at **15%.**

Contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in part or in whole with Federal Funds provided under this agreement. In this regard the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, age, religion, sex, national origin, or physical handicap in the award and performance of subcontracts.

## DBE Obligation

CIRTA will provide guidance and assistance as may be necessary to assist the contractor to ensure that DBE's, as defined in 49 CFR Part 26**,** have the maximum opportunity to participate in the performance of contractors and subcontractors financed in whole or in part by FTA funds. Contractors shall not discriminate on the basis of race, color, sex, age, or national origin in the award and performance of DOT assisted contracts if a specific DBE goal is assigned to this contract the goal will be clearly stated in the Scope or Statement of Work for this solicitation. If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CIRTA may declare the contractor non-compliant and in breach of contract. If a goal is not stated in the Scope of Work, it will be understood that no specific DBE goal has been assigned this contract.

The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts financed in part or in whole with Federal funds. All necessary steps will be taken to assure total and full compliance with the intent and the contents of 49 CFR Part 26 as amended. The contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with CIRTA DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CIRTA and will submit them to CIRTA upon request.

## Employment Eligibility

In accordance with IC 22-5-1.7, CIRTA may not enter into or renew a public contract for

public services with a contractor unless the contractor is enrolled in E-verify and can verify the work eligibility of all employees hired after June 30, 2011. The Contractor must sign an affidavit and place it on file with CIRTA that the Contractor does not knowingly employ an unauthorized alien.

All sub-contractors for said Contractor must also be enrolled in E-verify and verify the work eligibility of all employees hired after June 30, 2011. The sub-contractor must sign an affidavit and place it on file with the Contractor that the sub-contractor does not knowingly employ an unauthorized alien. (This project does not allow for sub-contracting.)

## Indiana State Use Program

Indiana's State Use Program (the Program) is a preferential purchasing program in Indiana that provides employment and training to individuals with developmental disabilities. The Program works with qualified nonprofit agencies for persons with severe disabilities to provide such products/services.

Enacted by the General Assembly of the State of Indiana, the Indiana State Law IC 5-22-13 for the purchase of products and services of persons with severe disabilities was established. Through this law, a governmental body may purchase supplies and services without advertising or calling for bids from a qualified agency.

Respondent(s) of this proposal should indicate their desire to work with the Indiana State Use Program by contacting the office. A written plan of implementation will then be developed and submitted to CIRTA for review.

## Program Fraud and False or Fraudulent Statements And Related Acts

In all contracts made with or subcontracts made for CIRTA it is understood that the following requirements are a necessary and vital part of the agreement(s).

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

(2)The contractor also acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification to the

Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of U.S.C. §5307, the Government reserves the right to impose penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor to the extent the Federal Government deems appropriate. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the two clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

## Offer of Assistance

CIRTA will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
Identification of qualified DBE's

## Statement of Non-Collusion

In submitting a response, the contractor affirms that the offer is genuine and not collusive or a sham; that said Responder is not financially interested in, or otherwise affiliated in a business way, with any other respondent on the same contract; that said Responder has not colluded, conspired, connived, nor agreed directly or indirectly, with any submitter or person to submit a sham proposal or that such other person shall refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the price of this or any other proposal, or to fix any overhead, profit, or other cost element of said Proposal Price, of this or any other submitter, or to secure any advance against CIRTA or any persons interested in the proposed contract; and that all statements contained in said offer are true; and further that such Respondent has not directly or indirectly submitted this offer or the contents thereof, or divulged information or data relative thereto to any association, or any member or agent thereof. Failure to sign and have notarized the Non-Collusion Affidavit will result in disqualification of this offer. Contractor further certifies that Non-Collusion as here defined and sworn by his affidavit is in full compliance with the nature and intent of the Sherman Anti-Trust Act as amended, the Clayton Act as amended, the Robinson-Patman Act as amended, and the Federal Trade Commission Act as amended.

## Restriction on Lobbying

Lobbying requirements included in this contract require the maximum flow down to all tiers of the contract/subcontract process. They are pursuant to Byrd Anti- Lobbying Amendment, 31 U.S.C. §1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

## Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65[to be codified at 2 U.S.C. § 1601, et *seq.]* Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying" at 49 CFR § 20.110(d).

Language in Lobbying Certification is mandated by 49 CFR part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. Use of "Disclosure of Lobbying Activities" Standard Form — LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government Wide Guidance For New Restrictions on Lobbying" 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995; P.L. 104 — 65 [to be codified at 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 use and has not used Federally 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 other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with Non-Federal funds with respect to that Federal contract, grant, or award covered by U.S.C. 1352. Such disclosures are forwarded from tier up to tier to the recipient.

## Interest of Public Officials

No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of the contract or to any benefit arising therefrom. No member, officer, or employee of CIRTA, or of a local body, during his/her tenure, or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

## State, Federal, and OSHA Requirements

The contractor agrees to submit and comply with the contents and intent of the latest Federal and State amendments of all work site regulations, laws, rules, and regulations and to impart all training and documentation to support that same certified compliance.

## Environmental Violations

All contracts and subcontracts awarded by CIRTA or for CIRTA that are in excess of $100,000 require contractor compliance with all applicable standards, orders, requirements, and codes issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and EPA Regulations (40 CFR part 15) which prohibits the use (under non-exempt Federal contracts, grants, or loans) of facilities included on the EPA list of Violating Facilities. The Consultant shall report any such violations to the FTA and to the EPA Assistant Administrator for Enforcement (EN0329). In addition the Consultant shall warrant compliance with any and all Federal, State, and Local environmental laws, statutes, ordinances, and regulations in connection with the provision of all supplies and services covered by this IFB. Such provisions include but are not limited to, Energy Conservation Requirements, 42 U.S.C. 6321 et seq., 40 CFR part 18; Clean Air Requirements 42 U.S.C. 7401 et seq., 40 CFR 15.61, and 49 CFR part 18; Clean Water Requirements 33 U.S.C. 1251; Resources, Conservation, and Recovery Act (RCRA), 40 CFR parts 239 through 299, and Recycled Products 42 U.S.C. 6962, 40 CFR Part 247, and Executive Order 12873.

## Funding

CIRTA notifies all potential Respondents via this Solicitation Notice that funds may not presently be available for performance of this contract beyond the end of this calendar year. However long term encumbrance of funds sufficient to cover the cost of this project will secure sufficient funds to pay for all work done in each calendar year for which a Purchase Order is issued. New Purchase Orders shall be issued on January 1 of the year for any project that may span portions of, or all of, multiple years.

## State and Local Laws

The laws of the State of Indiana will define any contract entered into by CIRTA. Any dispute shall be tried in a court of competent jurisdiction of Marion County of the State of Indiana. All procurements will be governed by the applicable regulations of the FTA, the United States Code, or State and Local law.

## ADDITIONAL REQUIREMENTS IN SPECIALIZED PROCUREMENTS

In the case of any procurement being a part of or associated with a subcontract to the procurement of vehicles for transit service, these Federal requirements will be a part of this contract.

In accordance with 49 CFR Section 23.67, manufacturers shall be required to furnish a Transit Vehicle Manufacturer (TVM) certification of adherence to those rules, regulations, and requirements detailed in the referenced regulation most particularly as regards DBE compliance; ADA compliance in products, facilities, hiring practices, and accessibility to said facilities; Environmental compliance with all regulations and rules in support of the Environmental Protection Agency rules and regulations incorporated by the FTA in all of its rules, regulations, and documents.

In accordance with the requirements as found in the several sections and clauses of

FTA Circular 4220.1F, vehicle manufacturers shall comply with all requirements as found in Section 15.1(3) of the Master Agreement and shall submit the vehicle they propose to offer for testing and certification to those minimal standards as set forth within and by the Department of Transportation Regulations (49 U.S.C. 5323©; 49 CFR Part 665) as applicable to the funding agreements with CIRTA. In addition all vehicle manufacturers shall make available their facility, in accordance with Section 15.1(2) of the master document between CIRTA and the FTA, for an independent auditor (49 U.S.C. 5323; 49 CFR Part 663) hired and directed by CIRTA to inspect conditions and conformance with all contractual requirements prior to the award of a contract for vehicles and during the completion of a contract for vehicles, and retain such records and such documentation to support a Post Delivery Audit by recipient as may be regulated and as said inspector shall require as the representative of CIRTA and through CIRTA the FTA.

Contractor agrees to certify compliance with FTA's Bus Testing Requirements.

In accordance with Section 30 contractor will conform to the Metrics requirements as set forth by the Departments of Labor and Transportation of the United States of America.

The contractor shall be required to certify it is compliant with the terms, intent, and conditions of Section 3.b of 49 CFR Part 29 as it relates to **Debarment and/or Suspension** requirements of the Federal Transportation Administration is association with this or any other Federal, State, or municipal contract, agreement, or purchase order.

Any and all contracts and/or subcontracts at all tiers for the provision of Transportation Services shall be required to comply with Transit Employee Protective Agreements as detailed in 49 U.S.C. 5310; 49 U.S.C. 5311; 49 U.S.C. 5333; and 29 CFR Part 215. These codes, regulations, and statutes are hereby incorporated in whole as if they were written herein. Any service provider shall be required to maintain and coordinate with CIRTA the **Drug and Alcohol Prevention program guidelines** as set forth in FTA Circular 4220.1E, Section 31.a; Section 31.b, or in accordance with any other publication, code, regulation, or statute referenced in said document in its entirety. Inclusive is the binding responsibility to adhere totally with the letter and intent as found in the Privacy Act, 5 U.S.C. 552.

The contractor agrees to abide by the **Charter Bus Requirements whether** it be contractor or subcontractor as detailed in 49 U.S.C. 5323(d); 49 CFR Part 604. It agrees to offer no charter service with vehicles secured in part or in whole with Federal financial support provided for Mass Transit. Contractor further agrees to comply with those like regulations found in **School Bus Requirements** as found in 49 U.S.C. 5323(f); 49 CFR part 605.

**In the event of an award that is in excess of $500,000 there shall be a formal notification of Federal participation issued to all solicitations in accordance with section 15.n of FTA Circular 4220.1F.**

**All vendors are hereby notified that in accordance with the laws of the State of Indiana, no response may be submitted by any vendor that is based upon formulation of cost and materials supported in part or in whole though the use of child labor.**

## SECTION 4: PROTESTS

## GENERAL

Protest(s) will only be accepted by CIRTA from officers of a business whose direct economic interest would be affected by the award of a contract or the refusal to award a contract. The Executive Director will consider all such protests, whether submitted before or after the award of such a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest(s) submissions should be concise, logically arranged, and state clearly the grounds for protest.

Protests concerning CIRTA's procurement policies, the contract requirements, the specifications, the bidding procedures, or the contract award, or any other request for explanation or clarification must be submitted in writing to the Executive Director and must be include the following information:

- The name and address of the protester;
- The name and telephone number of the protester's contact person having responsibility; and
- A complete statement of the grounds of the protest with full documentation of the protester's claim.

### A. PRE-AWARD PROTESTS

Pre-award protests must be received by CIRTA no less than ten (10) working days before the scheduled bid opening. CIRTA will respond to the protest in writing and render its final decision at least five (5) working days prior to bid opening. CIRTA will report such protests to the FTA regional office.

### B. POST –AWARD PROTESTS

Post-award protests will be received no later than five (5) working days after notification of the award bid. CIRTA will have ten (10) working days after receipt of the formal protest package to evaluate and issue a response, except in cases where the original bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CIRTA will report such protests to the FTA regional office.

### C. APPEALS TO FTA

It is the responsibility of CIRTA to settle contract issues and disputes. CIRTA is committed to using good sound administrative practices and business judgments, as well as professional ethics. Reviews of protests by FTA will be limited to alleged failure by CIRTA to have followed proper protest procedures, or its failure to review a complaint or protest. Protesters dissatisfied with CIRTA's final decision may appeal to FTA regional or headquarters offices within five (5) working days of the date the protester knew or should have known of the violation

**ACKNOWLEDGMENT OF ADDENDUM**
(Must be returned with your Offer)

Proposal # 2018-1 CIRTA North Plainfield Reverse Commute

The undersigned acknowledges receipt of the following amendment(s) to the Bid and supporting documentation.

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

Note: Failure to acknowledge receipt of all addendums that may have been issued may cause the Proposal offer to be considered non-responsive to the solicitation. No further consideration will be given to non-responsive offers. Acknowledged receipt of each addendum must be clearly established and included with the bid response.

_____ (Proposing Company Name)

_____ (Street Address)

_____ (City, State, and Zip Code)

_____
Signature of Authorized Company Official

_____
Date

**To be returned with bid**

# CHECKLIST FOR PROPOSAL #2018-1

(Must be returned with your offer)

Offers will be received until the date and time listed. All offers must be received at the office of the Procurement Manager. All offers are subject to public opening and date and time indicated for submittal.

__0__% Proposal Bond or certified check required with proposal

__0__% Performance Bond or Letter of Credit required at contract award

Proposal Data Check List

Did you read and understand the General Specifications? Yes ___No ___Initials ___
Did you read and understand the Statement of Work? Yes ___No ___Initials ___
Are there any exceptions to the instructions as described? Yes ___No ___Initials ___
If yes, explain:

_____

_____

**Certificate Items Required To Be Returned**

| | |
|---|---|
| Acknowledgment of Addendums | _____ |
| Proposal (1 original, 1 electronic[1]) | _____ |
| Proposal Check List | _____ |
| Certificate of Procurement Integrity | _____ |
| Certificate of Restriction on Lobbying | _____ |
| DBE Participation form | _____ |
| Certificate Regarding Debarment | _____ |
| Affidavit of Non-collusion | _____ |
| DOT Assisted Contracts Bidders List Certification | _____ |
| Insurance History (incidents) for past 12 months | _____ |
| Resumes /w training records | _____ |
| Completed Bid Offer Cost Form | _____ |
| Financial Information (Sealed) | _____ |
| List of proposed vehicles w/maint. records | _____ |
| References with contact information | _____ |
| DBE Good Faith Efforts Documentation Form | _____ |
| Employment Eligibility Certification | _____ |
| Summary of Driver Training Program | _____ |

It is the responsibility of the vendor to notify CIRTA if the contents of the solicitation do not match the description found in the Table of Contents included in the solicitation. Failure of the vendor to complete all forms and sign at all signature blocks will disqualify the offer from consideration.

NO OFFER SHALL BE ACCEPTED OR CONSIDERED THAT IS RECEIVED LATER THAN THE TIME AND DATE STATED AS THE SUBMISSION REQUIREMENT. Time given in the solicitation is the current time observed by the Consolidated City of Indianapolis, Indiana.

_____
Offeror's Signature

[1] Including scans of signed copies. May be flash drive or other portable media.



**To be returned with bid**

## CERTIFICATE OF PROCUREMENT INTEGRITY

(Must be returned with your offer)

I, _____, am the officer or designated employee responsible for the preparation of this proposal offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described below on this certificate, have no information concerning a violation or possible violation of Section 27 (a), (b), (c), or (e) of the FPPA * (41 USC 23) as implemented in the FAR, occurring during the conduct of this procurement.

As required by Subsection 27 (d) (1) (B) of the FPPA, I further certify that each officer, employee, agent, representative, and/or consultant of:

_____
(Insert firm's name)

Who has participated personally and substantially in the preparation or submission of this offer, has certified that he/she is familiar with, and complied with, the requirements of Subsection 27(a) concerning any violation or possible violation of the FPPA, pertaining to this document.

List violations or possible violations (enter "NONE" if none exist):

_____
_____
_____
_____

_____ _____
Signature of Responsible Officer or Employee Date

_____
Printed/Typed name of Responsible Officer or Employee

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S. Code, Section 101.

Section 27 became effective July 16, 1989

**To be returned with bid**

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

(Must be returned with your offer)

I, _____, hereby certify on behalf of the Central Indiana Regional Transportation Authority that:

No appropriated Federal funds have been paid or will be paid, by or on behalf of the undersigned to any person influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with it’s instructions.

The undersigned shall require that the language of this certification be included in the awards documents for any and all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction as imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Executed this _____ day of _____, 20___

By: _____
(Signature of Authorized Official)

_____
(Title of Authorized Official)



**To be returned with bid**

## DBE PARTICIPATION FORM

CIRTA has a 5% goal

Bidder must check the appropriate box, provide the information requested, sign and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid as non-responsive.

[ ] Bidder will meet the DBE goal for this contract. Bidder is certified according to requirements of DOT 49 C.F.R. Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (_____%) of the contract work.

[ ] Bidder will meet the DBE goal for this contract. If awarded this contract, bidder will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (_____%) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 C.F.R. Part 26 for participation in DOT assisted contracts.

| DBE Name, Address | Description of Work | % of Dollar Amt. of Total Contract Work |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Attach additional sheets)

[ ] Bidder does not meet the DBE goal for this contract. Bidder certifies that it has made good faith efforts in accordance with the Invitation for Bid to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached to this Participation Form.

Date:
Signature:
Name (Print):
Title:



**To be returned with bid**

## CERTIFICATION REGARDING DEBARMENT

(Must be returned with your offer)

To be submitted on all contracts reasonably anticipated exceeding $25,000.00 in value.
THE UNDERSIGNED PROPOSER, OFFORER, OR SUBCONTRACTOR ("ATTESTER") CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT:

The attester and/or any of its principals or subcontractor:

Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from entering into this Contract by any Federal Agency. The term "principal" for purposes of this contract means on 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.

Have not for a three (3) year period proceeding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offences in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract: violation of Federal or State antitrust status relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or charged in any civil action by a government entity with commission of any of these offenses enumerated above.

The Attester has not, within a three (3) year period preceding this offer, had one (1) or more contracts terminated for default by any governmental agency.

"Principals", for the purpose of this certification, means officers, directors, owners, partners, and persons having a primary management or supervisory responsibilities within a business entity.

This certification concerns a matter that may be within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, USC.

The Attester shall immediately notify the Procurement Department at any time the attester learns that its certification was erroneous when submitted or has become erroneous.

A certification in which any of the items detailed above exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester's responsibility. Failure of the Attester to furnish a certificate or provide such additional information as requested by CIRTA may render the Attester non-responsive.

Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to CIRTA, the Authority may terminate the contract resulting from this solicitation for default.

If Attester is unable to certify to any of the statements in this certification, attach an explanation to this certification.

_____ _____

(Signature of Authorized Company Official) (Company Name, Typed)

_____

(Title of Official, Including Name, Typed)



**To be returned with bid**

## AFFIDAVIT OF NON-COLLUSION

The undersigned, having submitted a bid, quote, or proposal for IFB# 2012-1 CIRTA Plainfield Reverse Commute in accordance with notice given by the Procurement Office of the Central Indiana Regional Transportation Authority and/or its Board of Directors for the purposes or support of the transit services in and for Marion County and Hendricks County, for and behalf of him/her self, or themselves, first being duly sworn says:

That said bidder attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

Signed: _____
Proposer or Agent

State of _____
SS:
County of _____

Subscribed and sworn before me this _____ day of _____ 20__.

My commission expires: _____

_____
Notary Public SEAL

Dated at _____ _____ _____
City State Date

**Failure to properly notarize and return this form will invalidate your bid.**

**To be returned with bid**

# DOT ASSISTED CONTRACTS
# BIDDERS LIST

[49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all bidders submitting responses to solicitations. To assist in the building of demographics for the area upon which reasonable and effective expectations of DBE/MDE opportunities may be based, all bidders are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process for the solicitation.

Firm Name: _____

Firm Address: _____

_____

Firm Phone: (___) _____ Firm Fax: (___) _____

**General Classification of firm by quantity of employees**

___ Less Than 10 ___ 11 – 50 ___ 51 – 100 ___ 101 – 500

___ 501 – 1000 ___ 1001 – 5000 ___ More than 5000

**General Classification of Firm in Age of Existence**

___ 0 – 5 years ___ 6 – 10 years ___ 11 – 50 years ___ Over 50 years

**General Classification by Type**

___ Firm is a Small Business ___ Firm is a certified DBE

___ Firm is a certified WBE ___ Firm is not one of the above.

**General Classification by Annual Gross Income**

___ The approximate annual gross income for this firm is less than $100,000

___ The approximate annual gross income for this firm is $100,000 - $250,000

___ The approximate annual gross income for this firm is $250,001 - $500,000

___ The approximate annual gross income for this firm is $500,001 - $1M

___ The approximate annual gross income for this firm is $1M - $5M

___ The approximate annual gross income for this firm is greater than $5M

I certify this information is accurate to the best of my knowledge.

_____

Signature Printed Name Date

**To be returned with bid**

# BID OFFER COST FORM
# IFB # 2018-1 CIRTA

_____ submits pricing for "North Plainfield Reverse Commute Service" in accordance with the Scope of Work, terms, and conditions of this IFB.

**15-passenger capacity vehicle (or larger):**

| Type of Day | Required: Cost per service hour |
|---|---|
| Weekday (1) | |
| Weekend (3) | |

**26-passenger capacity vehicle (or larger):**

| Type of Day | Required: Cost per service hour |
|---|---|
| Weekday (2) | |
| Weekend (4) | |

- **"Vehicle Service Hours (VSH)"** are calculated as the time from garage to garage during service times as noted in IFB. Service Hours will be capped with final determination in the actual contractual agreement.
- The current North Plainfield service schedule shows 10.25 operational hours ("vehicle revenue hours", or VRH). With two (2) daily service periods (one in the morning and one in the afternoon), vehicles will make four (4) "dead" runs per day – one morning and one afternoon run from the garage to the service starting point, and one morning and one afternoon run from the service ending point to the garage. Please estimate total daily vehicle dead time in the following equation:

| Daily VRH + | **Required: Daily Dead Time** | = Daily VSH (Calculated) |
|---|---|---|
| 10.25 + | | = |

The *weighted total annual cost*, which is the figure that shall be read during bid opening, is calculated in the following table (if left empty, CIRTA staff shall calculate):

| Item | Optional: Calculated Cost |
|---|---|
| 15-passenger Weekday VSH * 250 * 95% *(1) = | |
| 26-passenger Weekday VSH * 250* 5% * (2) = | |
| 15-passenger Weekend VSH * 50 * 4% * (3) = | |
| 26-passenger Weekend VSH * 50 * 2% * (4) = | |
| TOTAL | |

Authorized company officer or agent responsible for this submission:

_____ _____
(Officer or Agent Signature) Date

_____
(Printed Name)

**To be returned with bid**

## VEHICLE LIST
## IFB# 2018-1 CIRTA

| | YEAR | MFG. | MODEL | VIN |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |

_____ _____
Submitted by Date

**To be returned with bid**

## DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

DBE GOAL: 5%

If bidder has indicated on the DBE Participation Form that it does not meet the DBE goal, bidder must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its bid may render this bid non-responsive. IPTC may require that bidder provide additional substantiation of good faith efforts.

Date Firm and Contact Person Area of Expertise

1) _____

_____
Response

Date Firm and Contact Person Area of Expertise

2) _____

_____
Response

Date Firm and Contact Person Area of Expertise

3) _____

_____
Response

Date Firm and Contact Person Area of Expertise

4) _____

_____
Response



**To be returned with bid**

## EMPLOYMENT ELIGIBILITY VERIFICATION

(Must be returned with your Offer)

This Certification is submitted by the undersigned, _____, as part of the contract with Central Indiana Regional Transportation Authority (CIRTA) for the project known as North Plainfield Reverse Commute Transit entered into on the _____ day of _____, 20__. The undersigned affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require all subcontractors who perform work under its contract, to certify to the Contractor that:

1. The subcontractor does not knowingly employ or contract with an unauthorized alien;
2. The subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

CIRTA may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by CIRTA.

The terms of this Certification shall be incorporated within the contract between the Contractor and CIRTA.

I, _____, verify under the penalties of perjury, that the facts set out in the above Employment Eligibility Certification are true.

Witness this _____day of_____, 20__.

Contractor:_____

Address:_____

_____

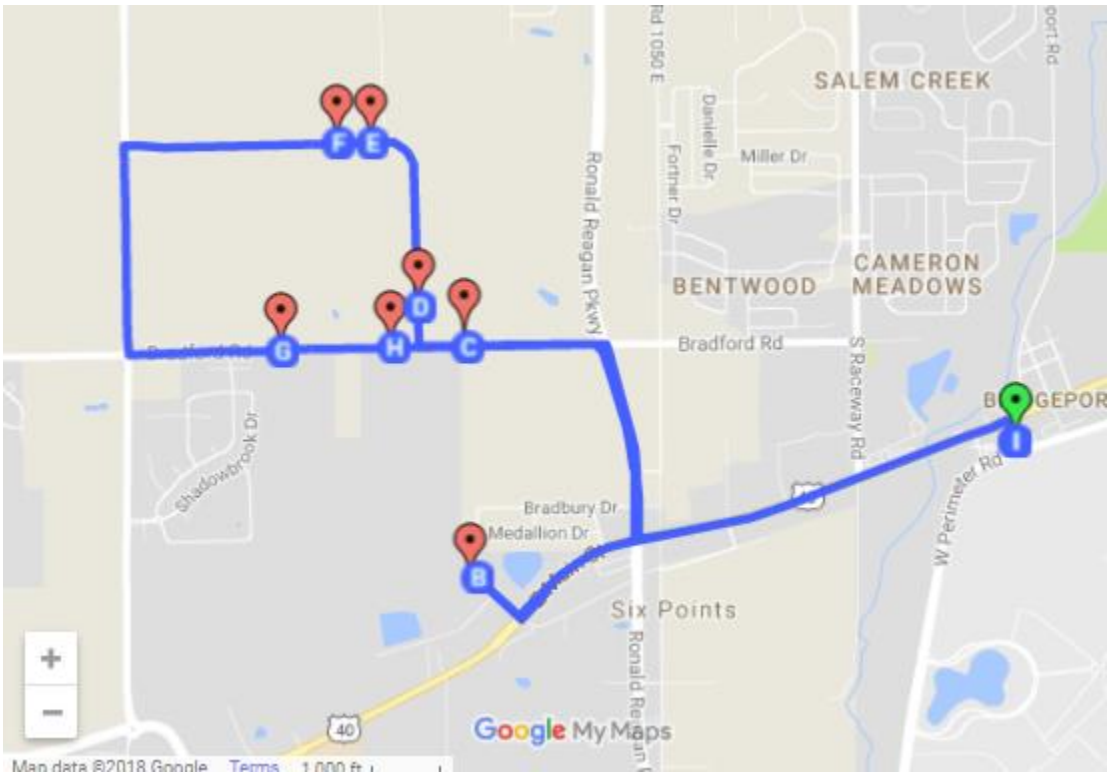
Signature: _____, _____

Printed:_____, Title_____



**To be returned with bid**

# Attachment A: North Plainfield Connector Route and Schedule




Order: I, B, C, D, E, F, E, G, I.

| Downtown Transit Center (not on map) | IndyGo Route 8 - Bridgeport Rd. ("I" on map) | Adesa ("B" on map) | Allpoints Industrial Park ("D" on map) | IndyGo Route 8 - Bridgeport Rd. ("I" on map) |
|---|---|---|---|---|
| 5:15am | n/a | 5:40am | 5:50am | 6:00am |
| n/a | 6:23am | 6:28am | 6:38am | 6:47am |
| n/a | 6:55am | 7:00am | 7:10am | 7:19am |
| n/a | 7:26am | 7:31am | 7:41am | 7:50am |
| n/a | 7:56am | 8:01am | 8:11am | 8:20am |
| n/a | 8:26am | 8:31am | 8:41am | 8:50am |
| n/a | 8:56am | 9:01am | 9:11am | 9:20am |
| n/a | 12:29pm | 12:34pm | 12:44pm | 12:53pm |
| n/a | 12:59pm | 1:04pm | 1:14pm | 1:23pm |
| n/a | 1:29pm | 1:34pm | 1:44pm | 1:53pm |
| n/a | 1:59pm | 2:04pm | 2:14pm | 2:23pm |
| n/a | 2:29pm | 2:34pm | 2:44pm | 2:53pm |
| n/a | 2:59pm | 3:04pm | 3:14pm | 3:23pm |
| n/a | 3:29pm | 3:34pm | 3:44pm | 3:53pm |
| n/a | 3:59pm | 4:04pm | 4:14pm | 4:23pm |
| n/a | 4:29pm | 4:34pm | 4:44pm | 4:53pm |
| n/a | 5:03pm | 5:08pm | 5:18pm | 5:27pm |
| n/a | 5:33pm | 5:38pm | 5:48pm | 5:57pm |
| n/a | 6:03pm | 6:08pm | 6:18pm | 6:27pm |

*Times for other stops on the map are interpolated from those on the schedule.*

# Attachment B: Standards of Service for Workforce Connector Vendors (from Policies and Procedures Manual, adopted February 6, 2018)

## A. Operational Policies

**1) Stop policy**

a) Workforce Connectors are fixed-schedule, fixed-route services with pre-defined stops. Except as instructed by CIRTA, the vendor will not drop off or pick up passengers at any locations other than a predefined stop. The vendor has some discretion to alter the designated location on a temporary basis due to unforeseen events such as weather, accidents, abnormal traffic, roadway construction and/or closures, etc. Note that accommodating passenger requests is **not** subject to the driver's discretion.

b) Connector vehicles are expected to come to a complete stop at each bus stop, even if no waiting passenger is evident.

c) Connector vehicles are required to stop at all the stops along their route for each run.

d) Drivers are required to announce all stops.

e) Drivers are required to assist customers requiring special assistance as per the Americans with Disabilities Act (ADA), and to be adequately trained on all vehicle equipment pertaining to accessibility.

**2) Fare Policy**

a) All fares for individual passengers are payable by cash (exact change only), or tickets at the time of boarding. Other fare options or fare media may be developed at a later time.

b) Fares must be collected at the time of boarding.

c) The cash fare is currently $1.00 per one way trip, and may be changed during the life of the contract.

d) The Vendor(s) currently retains the cash fares collected, which are credited against the monthly invoiced services and is based on the cost per revenue hour. Accurate accounting of fares is crucial.

e) Vendor(s) fare processes are subject to monitoring and review by CIRTA and/or full audit at any time. See Section D.

**3) Vehicle Dead-time Policy**

a. CIRTA may provide, at its discretion and upon request, a list of acceptable locations where Vendor's vehicles may be parked when non-revenue time does not permit an efficient use or return of the vehicle to the Vendor's operations center. These locations may include but are not limited to publicly-owned facilities such as park & rides and transit centers.

b. Workforce Connector vehicles with CIRTA branding should not be stopped at locations during vehicle dead time that may reflect poorly upon CIRTA's public image. These locations include, but are not limited to:

   i) Vendors' home or any private residence
   ii) Any location outside the CIRTA service area
   iii) Adult entertainment establishments, bars, liquor stores, gambling establishments, including racetracks
   iv) Any location that may result in disturbing a residential area
   v) Any location that may unnecessarily expose the vehicle to risk

## B. Performance Standards

**1) Service policy**

a) Workforce Connectors provide service any day that IndyGo provides normal weekday service (or Saturday service, if applicable).

b) For inclement weather, cancellation of service may be enacted only if the pertinent County Emergency Management Agency issues roadway restrictions (see "Inclement Weather Policy" for further clarification and an outline of notification procedures), or if the connecting service (IndyGo) is not operating.

c) If Vendor is scheduled to provide service but fails to do so (other than for inclement weather events or equipment malfunction, or otherwise by the instruction of CIRTA), the Vendor will not charge CIRTA for that service period, and will also issue an invoice credit of 20% of the missed service period's original cost. As noted under "vehicle breakdown" in the Maintenance section, below, the vendor will retain backup equipment sufficient to ensuring minimal delay in the event of an equipment malfunction.

d) If Vendor's vehicle does not visit all the stops along the route, the Vendor's charges will be prorated to the proportion of stops that are visited.

**2) On-time performance:**

a) The Workforce Connector's current standard for on-time performance is ninety- five percent (95%), meaning that (barring unforeseen circumstances that delay travel [see Operations Policy #1, above]), ninety-five percent (95%) of the route's stops must be picked up within a 12-minute window (+2/-10, i.e., no earlier than 2 minutes before scheduled time, and no later than 10 minutes after the scheduled time) for 30-minute service, and a 17-minute window (+2/-15) for 60-minute service. For stops that do not have a formally listed schedule time, the scheduled stop time will be interpolated from other scheduled stops.

b) The relevant period of examination for evaluating on-time performance is a week. A 5% penalty will be applied on the Vendor's invoice for any service week that does not meet this standard, to be applied to that week only (and not to the remainder of the invoice).

**3) Tracking equipment**

a) Vendors will be issued, at no cost to them, equipment for vehicle tracking (currently an iPhone SE).

b) Vendors will be responsible for ensuring that the equipment is charged and placed on the vehicle performing Workforce Connector runs before each and every run.

c) CIRTA will review equipment at its quarterly contractor review meetings, and provide assistance to the vendor if an equipment error occurs at other times.

d) Vendors will not use the equipment for any purpose other than allowing tracking, except with explicit authorization from CIRTA staff.

e) CIRTA staff will work with Vendors to ensure that any associated operating systems and software are up-to-date.

f) A 1% penalty will be applied on the Vendor's invoice for any service period (morning or afternoon) that does not meet this requirement, to be applied to that period only (and not to the remainder of the invoice).

## C. Customer Relations and Quality Service Requirements

All Vendors must comply with the applicable provisions of this section.

**1) Customer Relations Services**

a) CIRTA maintains a central call center that handles inquiries relevant to Workforce Connectors during normal business hours (8 am to 5 pm), Monday through Friday. Customer service inquiries occurring outside of normal business hours but during Connector operational windows should be managed by the Vendor.
b) Vendor(s) must establish and maintain acceptable standards of customer service and customer relations for each type of service provided.
c) Vendor(s) customer service or customer relations personnel, policies, operational procedures, and employee training programs will ensure compliance with the policies, requirements, and standards established by the ADA, FTA, other federal, state and local regulatory agencies, and/or CIRTA.
d) Vendor(s) staff may participate from time to time in CIRTA special programs that affect Workforce Connector policy and/or services.

**2) Customer Information**

a) CIRTA provides up-to-date timely information relevant to current Workforce Connector services to be communicated via the CIRTA customer information system. Examples Include: "Due to snow, all scheduled Workforce Connector trips may be subject to delays up to XX minutes."
   i) The Vendor(s) will convey CIRTA provided communications to customers as soon as possible in the manner requested.
   ii) Vendors will ensure that copies of written material will be posted on Workforce Connector vehicles or given to customers no later than the day following its receipt and will be displayed for a minimum of seven (7) consecutive days.

**3) Complaint Resolution**

a) All customer complaints will be received and documented by CIRTA, or forwarded to CIRTA if received directly by the Vendor.
b) CIRTA personnel will investigate, respond, and close general customer complaints within ten (10) business days. Other types of complaints, such as Title VI and ADA, will be investigated in accordance with CIRTA's stated Title VI and ADA policies.
c) Vendor(s) will assist with investigations as necessary in complying with CIRTA's customer complaint process. All complaint investigation results will be documented and copies provided to CIRTA.
d) The Vendor(s) personnel policies will specify discipline, up to and including termination, resulting from failure to maintain compliance, safety, professionalism, courtesy in customer relations, and other quality service standards.

## D. Fare Administration and Cash Management

**1) Workforce Connector Fares:**

a) CIRTA is responsible for setting and changing the fare structure.
b) The Vendor(s) providing the transportation service is/are responsible for collecting the appropriate fare from Workforce Connector passengers. CIRTA reserves the right to approve, in advance, the procedures and processes for collecting fares.
c) Fares can be paid by cash or ticket. Other fare options or fare media may be developed at a later time.

d) Fares collected must be reconciled daily to the trip numbers and ridership totals.
e) Any fare management process must include but not be limited to:
   - Tickets and cash reconciliation will match total passengers with the various payment methods utilized to ensure the accuracy of the revenue collected.
   - The Vendor(s) will retain cash collected and the value of such collections will be deducted from the monthly invoice.
   - Vendors will be familiar with and will follow existing fare policies.
f) The following requirements also apply to the collection of cash fares:
   - There are currently no cash receptacles or fare boxes on Workforce Connector vehicles.
   - Collection and security of any receipts of cash and/or other fare media are the responsibility of the Vendor(s).
   - Vendors currently collect fares manually..
   - Vendors do not make change for customers.
   - Payments for 10-trip passes are collected with fares, and documented separately.
   - The vendor will record and/or verify the type of fare received or presented for each passenger at the time of pickup and through dispatch as necessary.
   - CIRTA reserves the right to audit and inspect the Vendor(s) revenue collection and verification process, including requiring changes in the process as CIRTA determines to be appropriate.
   - All riders must pay fares or use approved fare media.

## E. Maintenance

The Vendor must have a maintenance program for all vehicles, which must be approved by CIRTA prior to the start of service. The program must track and document all scheduled maintenance based on the original equipment manufacturers (OEM) preventative maintenance intervals, associated inspections and services, as well as unscheduled maintenance, resulting from breakdowns, accidents, and deficiencies noted in the vehicle inspection log, warranty repairs, and recalls performed on each vehicle. The program must also track and document parts, fuel and oil usage, maintenance and repair expenses, and labor for each vehicle during the life of the contract. Upon request, the Vendor will provide all applicable vehicle maintenance reports, in a format provided by CIRTA.

The Vendor shall perform or cause to be performed all inspections, repairs, and maintenance for all transit vehicles. Upon request, CIRTA shall have access to all maintenance facilities between the hours of 8:00 am and 5:00 pm (business hours), Monday through Friday, to include access to vehicles and associated maintenance records. Viewing of vehicles and documents outside of those hours will be scheduled at an agreed upon time.

The Vendor shall provide all oil, lubricants, materials and supplies, trailers, towing vehicles, and special tools necessary to perform repair and preventative maintenance. When major repairs are required for vehicles providing services for CIRTA, the Vendor shall use only parts that meet or exceed Original Equipment Manufacturer (OEM) Specifications. All costs associated with maintenance and repairs are the responsibility of the Vendor. Vehicle maintenance will be a topic of discussion at quarterly vendor meetings, at which the vendor will provide regular maintenance documentation.

The Vendor shall properly maintain all transit vehicles including a clean interior, a clean exterior, sufficient fuel for the day's schedule, routine maintenance, state inspections, and any other maintenance to keep the buses clean and in working order. Each driver shall perform a pre-trip and

post-trip inspection and record the results on a vehicle inspection log. All fluid levels of each vehicle must be checked daily and refilled as necessary. All exterior and interior lights are to be inspected and replaced as required. Each vehicle shall be free of exterior and interior damages (e.g., dents, torn upholstery, worn flooring) at all times. The Vendor shall be required to maintain the interior and exterior paint, including spot painting, replacement of decals provided at CIRTA expense (except when specified elsewhere), and when necessary, painting the entire vehicle. Paints used shall be compatible with the existing finish. All overspray shall be removed after any bodywork or touch-up painting is completed.

**Vehicle Breakdown**: The Vendor shall maintain procedures in the event of a vehicle breakdown. The Vendor shall be responsible for taking immediate action to continue the transportation of the passengers to their destination with as little delay as possible. The Vendor is solely responsible for retrieval and repair of any vehicle that goes out of service for any reason. CIRTA will not provide or reimburse the Vendor for any retrieval, towing, and/or repair services. It is expected that the vendor will have sufficient backup vehicles to resume service with minimal delay in the event of a breakdown.

## F. Data Administration and Reporting

All Vendor(s) will be required to provide data administration, routine reports, and special reports related to the contracted services as requested including, but not limited to:

**1) Customer Data Requirements**

a) CIRTA maintains ownership of all data, including the following requirements:

- Trip level service data including but not limited to:
  (a) Trips completed
  (b) Trips not completed
- Service delivery data including but not limited to:
  (a) Late service
  (b) Trip sheets
  (c) Driver manifests (completed)
  (d) Incidents, accidents, or claims
- Stop-level service data, consisting of stop boardings by time-of-day

**2) Vehicle Data Requirements**

- Vendor will prepare and maintain vehicle data including but not limited to:
  (a) Vehicle service data and vehicle maintenance data adequate to document compliance with the maintenance and safety standards herein
  (b) Vehicle service and maintenance data adequate to meet and/or support reporting requirements established by the ADA, FTA other governmental agency and CIRTA. Vendor shall turn over all vehicle maintenance data to CIRTA upon request and/or at such time vehicles are removed from service and/or at the conclusion of the contract.

**3) Other Data Requirements**

- Vendor will prepare and maintain all data sufficient to meet and or support the National Transit Database (NTD) reporting requirements and in the format required, including but not limited to Forms 301, 402,405, 406 and 408 of the NTD report. CIRTA will provide templates for these forms to the Vendor, as required.
- CIRTA reserves the right to amend the data management requirements to meet any regulatory and/or business needs that may arise.

**4) Confidentiality**

- Vendor will maintain the requisite standards of confidentiality applicable to all client and program data, including regulation established by the ADA, FTA or other regulatory agencies and CIRTA.

**5) Reporting Requirements**

- Ridership Requirements. The Vendor will prepare weekly ridership reports, including but not limited to:
  (a) Daily ridership by run, including number of cash fares and number of passes redeemed
- Vehicle Report Requirements. The Vendor will prepare and provide vehicle operating reports monthly, including but not limited to:
  (a) Total vehicle miles
  (b) Total vehicle hours
  (c) Fuel consumption per vehicle; (Note: The Vendor will include fuel ordered and used in the previous month (Bill of Ladings). Fuel delivery information will be forwarded to CIRTA no later than one business day after receipt).
  (b) Road calls, including detail of cause, vehicle system or equipment involved, whether vehicle was replaced and impact on service.
- Safety Report Requirements. The Vendor will prepare and provide accident/incident information monthly, including but not limited to:
  (a) Number of vehicle accidents/incidents, Preventable or not
  (b) Number of passenger accidents/incidents, Preventable or not
  (c) Number of worker's compensation claims
  (d) Number of miles operated
  (e) Number of hours worked by Vendor
  (f) The Vendor shall provide daily information on all incidents and accidents.
- Cost and Billing Reports
  (a) The Vendor will submit one invoice to CIRTA no later than the 10th day of the following month.
  (b) The Vendor will retain cash collected as fares and the value of such collections will be deducted from the monthly invoice.
  (c) Vendor invoices for prior month's service will include the following:
    (i) Billable cost for revenue hours
    (ii) Billable rate per revenue hour
    (iii) Fares collected – To be deducted from billable cost for revenue hours
  (d) For purposes of CIRTA Vendor contracts, "revenue service" refers to time and mileage when passengers can receive service, while "vehicle service" refers to revenue service plus "dead time" (i.e., the time between the Vendor's vehicle storage depot and the route being served).
- Annual Report Requirements. The Vendor will provide an annual fleet mileage report to include service miles per vehicle as of December 31st, of the previous year.

**6) Communications and Computer Systems**

- CIRTA will provide technology required to track the service and will maintain ownership of all data; however, vendors are encouraged to provide creative means to capture, manage, and report data.
- Vendor(s) will be responsible for providing CIRTA with all reports in electronic form.

**7) Contract Monitoring.**

CIRTA staff will monitor all segments of this contract including but not limited to:

- ADA compliance
- Title VI compliance and notice of posting (more below)
- Quality of service
- Adherence to performance standards including incentives and disincentives
- Sub-Vendor contractual participation (if applicable)
- Compliance with FTA Drug & Alcohol testing, including documentation of annual testing by all employees with safety-sensitive functions, and certification by the testing company
- Fare management
- Compliance with communications and SOP's
- Financial record keeping
- DBE Compliance

Methods of monitoring could include but not be limited to:

- Monthly review meeting with Vendor(s) managers
- Quarterly review meetings with Vendor(s) managers
- On-site visits
- Review of procedures
- Electronic monitoring
- Live communications monitoring
- Review of taped communications
- On-board trip monitoring
- Service observations
- Audits of records
- Passenger surveys
- Other methods deemed appropriate

Vendors are subject to review by service funders, including, as appropriate, the U.S. Federal Transit Administration (FTA), the Indiana Department of Transportation (INDOT), and other private or public funders of the transportation service.

Vendors are also expected to fully comply with any investigation and resolution of Title VI and ADA complaints pertaining to the alleged denial of service to any customer on the basis of race, color, national origin, or disability. Any complaints or comments so received should be referred to the CIRTA project manager at the earliest opportunity. All vehicles, even backup vehicles, should have appropriate notifications to riders that the service is covered under Title VI and ADA and listing contact information if there is a perceived incident of service discrimination.