

RFQ #2018-1 CIRT
REQUEST FOR QUALIFICATIONS FOR
Commuter Connect Vanpool Services

March 30, 2018

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

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SCHEDULE

RFQ #2018-1 CIRTA

Commuter Connect Vanpool Services

RELEASE DATE: March 30, 2018
WRITTEN QUESTIONS DUE: April 9, 2018, 10:00 a.m. (EDT)
ANSWERS TO WRITTEN QUESTIONS POSTED: by April 16, 2018

RFQ DUE DATE: April 26, 2018, 4:00 PM (EDT)

INTERVIEWS, if any: Week of May 7, 2018

TARGET CONTRACT EXECUTION DATE: June 26, 2018

RFQ #2018-1 CIRT
Commuter Connect Vanpool Services

TABLE OF CONTENTS

PROCUREMENT SCHEDULE.....	2
TABLE OF CONTENTS.....	3
SECTION 1: INTRODUCTION & STATEMENT OF WORK	6
Section 1.1 Summary and Purpose of Request:	6
Section 1.2 Proposals, Due Time, Date, and Locations:.....	7
Section 1.3 Pre-Proposal Conference and Interviews:.....	7
Section 1.4 Terms of Engagement:	8
Section 1.5 Statement of Work:	8
Section 1.6 Bonds, Insurance, and Special Requirements	13
Section 1.7 Evaluation	14
Section 1.8 Federal Participation:	15
Section 1.9 Reserved Right:.....	15
SECTION 2: VENDOR INSTRUCTIONS	15
Section 2.1 Notice to Vendors	15
Section 2.2 Required Responses	15
Section 2.3 Limitation of Responsibility	16
Section 2.4 Vendor Warrants and Sub-Contractor Restrictions	16
Section 2.5 Responsiveness and Responsibility Definitions	16
<i>Definition of “responsive” for submitting parties to this solicitation:</i>	<i>17</i>
<i>Definition of “responsible” for the submitting parties to this solicitation:</i>	<i>17</i>
Section 2.6 Taxes	17
Section 2.7 Independent Contractor.....	17
Section 2.8 Contract Required	17
SECTION 3: COMPLIANCE WITH REGULATIONS AND GENERAL REQUIREMENTS. 19	
Section 3.1 Federal Regulations	19
Section 3.2 Required Submissions.....	19
Section 3.3 Non-Federal Forms	19
Section 3.4 Failure to Supply	19
Section 3.5 Notary Seals	19
ACKNOWLEDGMENT OF ADDENDUM	20

Central Indiana Regional Transportation Authority
RFQ #2018-1 CIRT: Commuter Connect Vanpool Services

CHECKLIST FOR PROPOSAL #2018-1	21
CERTIFICATE OF PROCUREMENT INTEGRITY	22
CERTIFICATION OF RESTRICTIONS ON LOBBYING.....	23
DBE PARTICIPATION FORM.....	24
CERTIFICATION REGARDING DEBARMENT	25
AFFIDAVIT OF NON-COLLUSION.....	26
DOT ASSISTED CONTRACTS.....	27
FORM A - GENERAL INFORMATION.....	28
FORM B - QUALIFICATIONS STATEMENT.....	29
FORM C - REFERENCES.....	30
FORM D - CLIENT REFERENCES.....	31
FORM E - PROPOSAL OFFER COST FORM.....	32
DBE GOOD FAITH EFFORTS DOCUMENTATION FORM.....	33
EMPLOYMENT ELIGIBILITY VERIFICATION	34
Section 3.5 Other Federal Requirements and Clauses:.....	35
Background.....	35
Proposal and Contract Procedure.....	35
No Obligation by the Federal Government.....	36
Federal Changes.....	36
Incorporation of Federal Transit Administration (FTA) Terms	36
ADA Access.....	36
Disputes.....	36
Performance During Disputes.....	37
Claims for Damages.....	37
Remedies.....	37
Rights and Remedies.....	37
Opportunity to Cure	37
Waiver of Remedies for any Breach.....	38
Termination for Convenience	38
Termination for Default	38
Warranties and Guarantees	38
Compliance with all Federal, State, and Municipal Statutes, regulations, circulars, Codes, and Ordinances.....	38
Single Offers	38
Condition of Payment	39
Indemnity (not a federal requirement)	39

Central Indiana Regional Transportation Authority
RFQ #2018-1 CIRT: Commuter Connect Vanpool Services

Civil Rights	39
Access to Records	40
Labor Provisions	41
Disadvantaged Business Enterprise	41
Disadvantaged Business Enterprise or DBE	42
Socially and Economically Disadvantaged Individuals.....	42
DBE Obligation	43
Employment Eligibility.....	43
Indiana State Use Program.....	44
Program Fraud and False or Fraudulent Statements and Related Acts.....	44
Offer of Assistance	45
Statement of Non-Collusion	45
Restriction on Lobbying	45
Mandatory Clause/Language	45
Interest of Public Officials	46
State, Federal, and OSHA Requirements.....	46
Environmental Violations	46
Funding	47
State and Local Laws	47
DEFINITIONS:.....	48
Protest Before an Award.....	48
Protest(s) After an Award	49

SECTION 1: INTRODUCTION & STATEMENT OF WORK

Section 1.1 Summary and Purpose of Request:

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

CIRT currently has three services under its umbrella: Workforce Connect, County Connect, and Commuter Connect. Workforce Connect includes workforce connector bus service to assist moving workforce across county lines to access employment. County Connect assists in cross-county transit trips.

Commuter Connect is the regional rideshare program which promotes and encourages employee commuting options other than driving alone in single-occupancy vehicles. The Commuter Connect program works closely with government representatives, economic development professionals, social service agencies, and employers, in addition to employees. Commuter Connect is funded 100% through a federal grant.

For the purposes of this RFQ, vanpooling is defined as follows and the following vanpool policy requirements shall apply to the subsequent contract:

- a) A vanpool is a group of individuals who agree to share the ride to work each workday.
- b) The vanpool driver is a volunteer from within the group using the van for transportation to/from work.
- c) The vanpool driver shall not be paid a wage by the vanpool group, his/her employer, or any third party in exchange for driving the vanpool van. Additionally, the vanpool driver shall not have a job responsibility to drive the van by his/her employer, or any third party.
- d) All vanpools must be open to the public should any person desire to ride in a vanpool serving their work trip commute (space permitting).

With the exception of many tasks associated with marketing, it is the desire of the CIRT Commuter Connect program to subcontract its vanpool program to an outside

contractor. Commuter Connect seeks proposals from firms that can provide all of the services described below.

CIRT: hereby issues this Request for Qualifications (RFQ) in order to solicit proposals from individuals, firms, and teams (referred to herein as “proposing firms”) with experience in providing vanpool services for commuter vanpool programs for CIRT: (references to “CIRT:” in this RFQ shall be inclusive of CIRT: and Commuter Connect, unless otherwise stated).

The resulting contract will not necessarily be exclusive to one provider, and CIRT: may contract with multiple providers for vanpool services, now or during the term of any contract.

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

Proposing firms must submit one (1) original proposal with appropriate seals and signatures, four (4) copies, and one (1) electronic copy on flash drive. Any alteration to the forms contained in the RFQ 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 **4:00 p.m. on April 26, 2018**. Proposals should be labeled with “RFQ #2018-1 CIRT: Commuter Connect Vanpool Services” and sent to the attention of:

Andrew McGee, Assistant Director-Commuter Connect
Central Indiana Regional Transportation Authority
201 E. Washington Street, Room 202
Indianapolis, IN 46204

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. Proposals received after the due date and time will be returned un-opened.

Section 1.3 Pre-Proposal Conference and Interviews:

There will **not** be a pre-proposal meeting for this procurement. All questions regarding this RFQ must be submitted in writing via email to amcgee@cirt.us by 10:00 a.m. on April 9, 2018. Responses to written questions will be posted by April 16, 2018.

Interviews of the most qualified consultants may be required in order to make an informed selection, but CIRT: reserves the right to choose a consultant solely based on qualifications, as well as to not make any selection. Should consultant interviews be required, it is anticipated that they will take place the week of May 7, 2018.

Staff recommendation for consultant selection(s) is expected to be made at the June 26, 2018 meeting of the CIRT board.

Section 1.4 Terms of Engagement:

The original term of engagement will be for one year with three renewal option terms of one year each thereafter. The original term shall commence from the contract execution date and terminate one year after.

Section 1.5 Statement of Work:

Ownership and operation of vanpool fleet

CIRT does not wish to own, maintain, license or insure vanpool vehicles. Respondents shall describe their capabilities to own, operate and support the van fleet for CIRT's Commuter Connect vanpool program. Respondents shall specifically address how administration and costs of the items below will be handled.

- Vehicle provision
- Vehicle delivery to vanpoolers
- Registration and licensing
- Title fees
- Insurance
- Maintenance
- Disposal (selling) of vans taken out of service

Respondents shall describe how they will:

- Guarantee availability of vehicles as demand expands or as needs arise for back-up vehicles.
- Comply with any Buy American requirements for vehicles to qualify for subsidies.
- Provide vans in a uniform color acceptable to Commuter Connect. These vehicle colors should be white or black.
- Provide vans accommodating 7, 12 or 15 passengers (or other vehicle sizes within the range of 7 to 15 passengers), including the make and model for each size of van.
 - At a minimum, all vehicles shall be equipped with the following:
 - Keyless entry remote fobs (at least two key fobs for each vehicle)
 - Running boards on both sides of full size passenger vans
 - Headrests at each seat
 - Overhead lights in the middle and rear of vehicles
 - Rear air and heat vents in full size passenger vans
- Address vehicles taken out of service for maintenance, vehicle switch outs, delivery of vehicles to new drivers, and pick up of vans when a vanpool group has disbanded.
- Manage printing and application of Commuter Connect graphics on each new vehicle that is placed into service and replace any damaged graphics. Respondents should specifically address how the costs of this would be

covered. All vans must be exclusively branded as Commuter Connect.

- Accommodate and manage special requests from Commuter Connect to apply employer and/or sponsor logos on vans. Respondents should specifically address how the costs of this would be covered.

Maintenance and repair of vans

Respondents shall describe:

- How they will ensure that the vanpool fleet is reliable and well-maintained.
- Respondents shall specifically address how maintenance and repairs will be scheduled and managed, how costs will be covered, and who will be responsible for taking vehicles in for maintenance and repair.
- Who will provide maintenance and where the maintenance facilities will be located.
- How emergency calls and/or repairs will be handled during the week and on holidays and weekends.
- How maintenance and repairs will impact vanpoolers. For example, will minor repairs such as windshield replacement be done where the van is parked? Will the contractor shuttle vans to and from the site? Will the driver be required to take vehicles to a repair facility and, if so, will a loaner van be available when needed during repair or maintenance work?
- Capability to provide a loaner van as needed and for what cost
- Policies and schedule for replacing vehicles. Commuter Connect is desirous that no van operating should be in excess of 100,000 miles or five years old, whichever occurs first. Additionally, Commuter Connect will not be responsible for any of the costs associated with installation of graphics on a replacement vehicle for any van removed from service at the discretion of respondent with fewer than 80,000 miles.
- Coverage of fuel costs and other incidentals. Indicate if vanpoolers would be provided a gas card for each van and information about repair services and emergency services.
- All these items should be covered by monthly cost for the van.
- How any factory recall would be handled.

Insurance

Respondents shall:

- Indicate how the cost of insurance will be charged to vanpoolers.
- Indicate the type of coverage available. Insurance should be full coverage for vanpool vehicles and commute groups and should include but not be limited to:
 - Automotive Liability – in the amount of \$1,000,000/Occurrence
 - Bodily Injury and Property Damage – in the amount of \$1,000,000/Occurrence
 - Uninsured Motorist – minimum statutory limits in the state of Indiana
 - Collision Coverage – actual cash value of the equipment and subject to a deductible payment by Respondent
 - Comprehensive Coverage – for the actual cash value of the equipment
- Provide an estimate of the costs to vanpoolers for insurance described above.
- Describe how insurance claims and repairs will be managed and who will be

responsible for administration of claims and repairs.

Recruitment, user and administrative services

Respondents shall describe:

- Capability to provide matching and coordination services to fill seats in established vans or to match potential vanpoolers to a new van. Indicate lead time for placing a new vanpool group in a van.
- Specifications on any matching software you utilize and how it will work in conjunction with RidePro, the platform utilized by Commuter Connect.
- Ability to provide experienced and trained personnel who are knowledgeable of vanpool programs similar to the Commuter Connect program and who are dedicated to providing administrative support to the Commuter Connect vanpool program.
- Ability to provide Commuter Connect with ongoing vanpool marketing support. Describe the marketing support your firm is willing to provide. Describe how your firm's marketing staff will work jointly with Commuter Connect staff.
- Willingness and ability to conduct group formation meetings, participate in promotional events, fairs and other activities to promote expansion of the vanpool program. Describe what your firm is willing to do.
- Promotions or incentives that respondent shall conduct or provide to expand the vanpool program at no cost to CIRT.
- Ability to provide recruitment and screening services, perform driving records checks and other background screening.
- Capability to be the primary point of contact for prospective and established vanpoolers in the implementation of the driver selection and orientation program.
- Vanpool formation and driver selection process.
- Driver and rider responsibilities regarding fare payment and collection, vehicle care and reporting.
- How revocation or suspension of driver privileges will be handled if problems arise.
- How customer service needs of established vanpoolers will be administered, and who will be the primary point of contact regarding customer service.
- How administrative services will be carried out – by paper, online or electronic forms.
- Describe the respondent's capability to process driver and passenger forms, obtain driving records, credit checks where necessary. Forms required include vanpool application forms, volunteer driver agreement forms, accident report forms, reimbursement forms and all other forms and documents necessary for the administration of the program.
- Period of notice required for a driver or passenger to start the program or leave the program. Describe the process for placing new riders into existing vans.
- How annual driver safety training will be conducted and if it will be available as needed if driver complaints arise.
- Training and information for vanpool drivers and passengers on the rules and operations of the vehicles.

- Availability of staff contacts, both primary and a backup. Staff coverage is expected at minimum between 7 a.m. and 6 p.m. Eastern Time, Monday through Friday.
- Availability of a toll-free number or website for use by vanpool participants and potential participants in administrative matters.

Financial administration and billing

All costs of operating and maintaining the vanpool program must be covered by fare revenue and predetermined subsidies per vehicle. CIRT will provide no other funding for the vanpool program. The exact amount of the fare subsidy, if any at all, is defined annually by CIRT. CIRT does not guarantee that any fare subsidies will be provided, and subsidies may be terminated or reduced at any time. CIRT will not be responsible for collecting fares or covering the cost of any uncollected fares. CIRT will not be responsible for any costs associated with operating or maintaining the vanpool program.

Respondents shall describe:

- Capability to provide financial management, record keeping, accounting and reporting of subsidies and fare revenue.
- Process for accepting, recording and tracking vanpooler fare payments.
- Ability to accept vanpooler fare payments electronically – from vanpool organizers as well as from each individual passenger.
- Ability to accept and administer payment by commuter checks, including Commuter Choice, Commuter Bucks, WageWorks and TransBens.
- The schedule for billing established vanpoolers and new vanpoolers.

Data collection and reporting

Respondents shall describe:

- Ability to maintain a current database on all vans, drivers and passengers, including
 - Current vans in operation
 - Current van drivers and passengers
 - Contact information for all passengers and drivers
 - Origination and destination locations for each van
 - Number of riders for each van
 - Number of empty seats for each van
 - Number of commute days per month
 - Daily round trip miles
 - Percentage of commute miles within Commuter Connect boundaries
- Ability to provide CIRT with a list of all active vanpools that includes the origin and destination of the vanpool, the number of riders and empty seats, the daily round trip miles, number of commute days per month, the percentage of commute miles within Commuter Connect boundaries, the primary driver's name and email address, and the names and email addresses of all vanpool passengers. This report must be provided to CIRT at no additional expense, in a format provided by CIRT, on a monthly basis.

- Ability to provide a monthly fleet activity report that lists all vanpool starts (by van ID number and driver), vanpool terminations (by van ID number and driver), driver switches (by van ID number and driver), van switches (by van ID number and driver), and lists all vans that are out of service (by van ID number). The report should also provide a summary that shows the total number of vans in service, the total number of vans out of service, the total number of vans in the fleet, total number of active riders, total seating capacity of the active fleet, and capacity utilization as a percent of total seating capacity. Finally, the report must summarize all administrative and sales activities for the month. The report must be provided to CIRT at no additional expense, in a format agreed to by CIRT.
- Capability and willingness to be completely responsible for collecting all data and preparing and filing all required reports for the National Transit Database (NTD) of the Federal Transit Administration (FTA). The firm(s) selected for this contract will be responsible for knowing and complying with all NTD reporting and submission requirements, and preparing and filing all required reports for the vanpool program.
- Capability of providing all documents necessary to successfully respond to an audit with respect to NTD submissions. Indicate ability to provide CIRT, the Comptroller General of the United States, or any of their duly authorized representatives, for purposes of an audit and examination, access to all work, materials, payrolls, and other data and records, and accounts maintained by the contractor with regard to this contract. Indicate ability to maintain required records for at least three years.

Provide wheelchair accessible vans

- Indicate ability to provide wheelchair accessible vans, other ADA equipment for vans and the lead time for securing ADA accessible vans.

Emergency Assistance

- Indicate ability to provide 24-hour, 7-day/week emergency and towing assistance. This should include repair of flat tires, gas delivery, battery jumps and lock-out services.

Costs

- Provide a proposed cost per month per van, broken down by type of vehicle and monthly mileage allowance if applicable, as shown in the matrix below. All cost proposals should assume that vanpoolers will pay the full cost of the van and that no subsidies will offset the cost. Costs may be presented in proposal using the table below, but CIRT is open to entertain other ways to present costs.

<u>Monthly Mileage</u>	<u>7-Passenger Minivan</u>	<u>12-Passenger Full-Size Van</u>	<u>15 Passenger Full-Size Van</u>
500			
750			
1,000			

Central Indiana Regional Transportation Authority
RFQ #2018-1 CIRT: Commuter Connect Vanpool Services

1,250			
1,500			
1,750			
2,000			
2,250			
2,500			
2,750			
3,000			
3,500			
4,000			

- Currently, CIRT provides a subsidy to vanpoolers (those that do not receive a subsidy of \$50 or more from their employer). This subsidy is currently set at \$50 per vanpooler, with a maximum a vanpool can receive of \$350 for a 7-passenger vehicle, \$450 for a 12-passenger vehicle and \$550 for a 15-passenger vehicle. This vanpool subsidy is dependent on grant funding and budget availability, and therefore can be changed or eliminated with 60 days notice.

NOTE: Please review Attachment A this RFQ. Attachment A outlines policies for the Vanpool Services program

- Operations/Service Plan
- Customer Service

Section 1.6 Bonds, Insurance, and Special Requirements

There are no bonds required for this RFQ.

The Contractor shall maintain insurance during the performance of the contract from one or more insurance companies licensed in the State of Indiana to provide the following forms of insurance, said insurance companies to be reasonably satisfactory to CIRT.

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

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

- a) Automobile Liability Insurance (including Bodily Injury Liability and Property Damage Liability Coverage) subject to a limit of liability of not less than One Million Dollars (\$1,000,000.00) each occurrence.
- b) Collision coverage for the actual cash value of the equipment and subject to a deductible payable by the Contractor.
- c) Comprehensive General Liability Insurance \$1,000,000/Occurrence, subject to a deductible payable by Respondent.
- d) Workers' Compensation
 1. Employers' Liability \$500,000

2. All States Endorsement Statutory
3. Voluntary Compensation Statutory
- e) Public Liability and Property Damage
 1. \$100,000 for bodily injuries to or death of one person in any one occurrence.
 2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
 3. \$100,000 for damage to or destruction of property in any one occurrence.
- f) Errors and Omissions Insurance

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

Section 1.7 Evaluation

This is a Best Value Procurement where CIRT reserves the right to select the most advantageous offer by evaluating and comparing all factors as listed in evaluation criteria below. CIRT may appoint an evaluation team consisting of CIRT employees and/or CIRT contractor and/or employees of partner agencies. Each member of the team will be given a copy of the proposals found to be responsive and responsible along with the RFQ, and will evaluate each proposal against the RFQ evaluation criteria. The top rated firms may be asked to participate in an interview and the firm found to be most advantageous to CIRT will be presented to CIRT's Board of Directors on June 26, 2018.

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

Evaluation Criteria is as follows:

Project Approach: (20 points)

Points awarded based upon "Cover Letter" as submitted according to Section 1.10 Organization of Response

Project Team: (30 Points)

Points awarded based upon Forms A, B and C, as submitted according to Section 1.10 Organization of Response

Project Cost Information: (10 points)

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

Project Team Experience: (40 points)

Points awarded based upon Forms B, C and D, and "Cover Letter" as submitted according to Section 1.10 Organization of Response

Section 1.8 Federal Participation:

CIRT is a recipient of Federal Funding through the Federal Transit Administration of the United States Department of Transportation.

Section 1.9 Reserved Right:

CIRT reserves the right to withdraw this solicitation, in whole or in part, at any time in the process prior to contracting upon notification to all vendors in receipt of the solicitation documents by letter or email to their last known business address. If such action is taken by CIRT, 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 any of them in your submission may cause your proposal to be ruled non-responsive.

Federal Forms:

Acknowledgment of Addendums	_____
Proposal (1 original, 4 copies, 1 electronic)	_____
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	_____
DBE Good Faith Efforts Documentation Form	_____
Employment Eligibility Certification	_____
Certificate of Liability Insurance	_____

Teams are permitted, but not required. If a team is proposed, qualifications for all team members must be included; all certifications are the responsibility of the prime consultant.

Non-Federal Forms: Complete one each of Forms A, B, C, and E. Three (3) Form D forms are to be submitted, each filled out by one of the respondent's references.

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

Cover Letter: Indicate your interest in the project and any unique qualifications or experience that should be taken into consideration, as well as your basic approach to providing marketing and public relations services. Include information on lead individual and any sub consultants on the team (teaming is welcome, but not required). The lead consultant would be required to carry liability insurance for this project. Also include your approach to the project, indicating how you will incorporate the possible task list below, and whether additional tasks would be recommended. Also note any other government projects that you have provided services for, and which successful projects were involved. Clearly and concisely provide key information that should be considered in this selection.

Section 2.3 Limitation of Responsibility

CIRT 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.

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

Section 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 CIRT.

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 CIRT 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, CIRT 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:

CIRT may consider among other factors, the Respondent’s record of integrity, experience, and past performance record with CIRT, its financial status, the capability to perform the project as stated, or whether the Respondent is in default of any contract or other obligation to CIRT, the Federal, State or Local Government(s). In arriving at a determination, CIRT 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 CIRT. In addition Respondents 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.

Section 2.6 Taxes

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

Section 2.7 Independent Contractor

The successful respondent shall be considered, and shall accept status as being that of an “Independent Contractor” to CIRT, and shall recognize that they are not an employee or officer of CIRT. All 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

Respondent 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 any respondent 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 respondent, said respondent and CIRTA will work diligently to complete a contractual arrangement for the services within sixty 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 respondent.

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 CIRT enters into with any vendor. In order that CIRT may be compliant with the Federal Requirements of FTA Circular 4220.1F, each respondent is required to complete and submit as a part of the offer package, completed certifications as defined in this section.

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.

Section 3.3 Non-Federal Forms

Forms identified as non-federal are nonetheless required to be completed and submitted as instructed.

Section 3.4 Failure to Supply

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

Section 3.5 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.

ACKNOWLEDGMENT OF ADDENDUM

(Must be returned with your Offer, *if any Addenda are issued*)

Proposal # 2018-1 CIRTA: Commuter Connect Vanpool Services

The undersigned acknowledges receipt of the following amendment(s) to the Proposal 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

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 Executive Director. 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	<u> </u>
Proposal (1 original, 4 copies, 1 electronic)	<u> </u>
Proposal Check List	<u> </u>
Certificate of Procurement Integrity	<u> </u>
Certificate of Restriction on Lobbying	<u> </u>
DBE Participation form	<u> </u>
Certificate Regarding Debarment	<u> </u>
Affidavit of Non-collusion	<u> </u>
DOT Assisted Contracts Bidders List Certification	<u> </u>
DBE Good Faith Efforts Documentation Form	<u> </u>
Employment Eligibility Certification	<u> </u>
Certificate of Liability Insurance	<u> </u>
Cover Letter	<u> </u>
Form A	<u> </u>
Form B	<u> </u>
Form C	<u> </u>
Form D (3 – one from each reference)	<u> </u>
Form E	<u> </u>

It is the responsibility of the vendor to notify CIRT 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.

Respondent's Signature

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

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 its 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)

DBE PARTICIPATION FORM

CIRT has a 9% goal

Respondent 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.

☐ Respondent will meet the DBE goal for this contract. Respondent 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.

☐ Respondent will meet the DBE goal for this contract. If awarded this contract, vendor 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.

<u>DBE Name, Address</u>	<u>Description of Work</u>	<u>% of Dollar Amt. of Total Contract Work</u>

(Attach additional sheets)

☐ Respondent does not meet the DBE goal for this contract. Respondent certifies that it has made good faith efforts in accordance with the Request for Qualifications 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:

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, RESPONDENT, OFFERER, 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 an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

Have not for a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offenses 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 CIRT 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 CIRT, 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)

AFFIDAVIT OF NON-COLLUSION

The undersigned, having submitted a proposal for RFQ #2018-1 CIRT: Commuter Connect Vanpool Services, in accordance with notice given by Central Indiana Regional Transportation Authority and/or its Board of Directors, for the purpose of providing marketing and public relations services, for and on behalf of him/her self, or themselves, first being duly sworn says:

That said vendor 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.

**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

Form A: General Information (submit one Form A)

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

Type of organization:

- ☐ Individual ☐ Partnership
☐ Joint Venture ☐ Corporation
☐ Other (explain)

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

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

Please attach the following items:

A brief history of the vendor. A current company brochure may be submitted, if available. The history should outline the vendor's experience with marketing and public relations.

Form B: Qualifications Statement (submit one Form B)

Project Manager

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

Other Key Staff

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

Partnering Vendor

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

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

Please attach the following items:

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

Form C: References (submit one Form C)

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

Name:
Organization:
Street Address:
City, State, Zip:
Telephone:
Email:
Years of contractual relationship:
Referenced Project:

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

Name:
Organization:
Street Address:
City, State, Zip:
Telephone:
Email:
Years of contractual relationship:
Referenced Project:

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

Name:
Organization:
Street Address:
City, State, Zip:
Telephone:
Email:
Years of contractual relationship:
Referenced Project:

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

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

To be completed by reference:

Name:

Organization:

Street Address:

City, State, Zip:

Telephone:

Email:

1. What is the nature of your business?
2. What tasks was this consultant engaged to perform for you and in what years?
3. Please explain the most valuable outcome of your working relationship with consultant.
4. Please provide an example of the consultant's greatest strength.
5. Please provide an example of an area in which there is room for improvement in the consultant's work product.
6. Was the consultant successful in obtaining results hoped for? Why or why not?
7. Please note frequency of communications with consultant and whether that frequency was adequate to meet your needs. If communications and updates from consultant were not satisfactory, please explain.
8. Would you hire this consultant again? Why or why not?

FORM E: PROPOSAL OFFER COST FORM

_____ submits pricing for “Commuter Connect Vanpool Services” in accordance with the Statement of Work, terms, and conditions of this RFQ.

\$_____ Proposed cost for vanpool services (please attach a matrix with vehicle size(s) and price(s) attached)

Authorized company officer or agent responsible for this submission:

(Officer or Agent Signature) Date

(Printed Name)

To be returned with bid

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM
DBE GOAL: 9%

If Respondent has indicated on the DBE Participation Form that it does not meet the DBE goal, Respondent 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. CIRT may require that Respondent provide additional substantiation of good faith efforts.

<u>Date</u>	<u>Firm and Contact Person</u>	<u>Area of Expertise</u>
1) _____		

Response		
<u>Date</u>	<u>Firm and Contact Person</u>	<u>Area of Expertise</u>
2) _____		

Response		
<u>Date</u>	<u>Firm and Contact Person</u>	<u>Area of Expertise</u>
3) _____		

Response		
<u>Date</u>	<u>Firm and Contact Person</u>	<u>Area of Expertise</u>
4) _____		

Response		

EMPLOYMENT ELIGIBILITY VERIFICATION

(Must be returned with your Offer)

This Certification is submitted by the undersigned, _____, as part of the proposal to Central Indiana Regional Transportation Authority (CIRT) for the project known as CIRT: Commuter Connect Vanpool Services submitted the _____ day of _____, 2018. The undersigned affirms under the penalties of perjury that Respondent does not knowingly employ an unauthorized alien.

Respondent 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. Respondent is not required to participate if Respondent is self-employed and does not employ any employees.

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

Respondent shall require all subcontractors who perform work under its contract, to certify to Respondent 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. Respondent agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

CIRT may terminate any future contract with Respondent if it fails to cure a breach of this provision no later than thirty (30) days after being notified by CIRT.

The terms of this Certification shall be incorporated within the contract between Respondent and CIRT.

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

Witness this _____ day of _____, 2018.

Vendor: _____

Address: _____

Signature: _____, _____

Printed: _____, Title _____

Section 3.5 Other Federal Requirements and Clauses:

The following paragraphs may or may not be part of the enforcement for this procurement.

Background

The Central Indiana Regional Transportation Authority (CIRT) 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 CIRT. 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 CIRT require among other things that purchases be made according to approved plans and specifications, which will become part of the contractual documents between CIRT and the successful vendor(s).

Proposal and Contract Procedure

CIRT 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 CIRT 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 of 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 CIRT offices. All submissions must be received at CIRT located at 201 E. Washington Street, Room 202, Indianapolis, IN 46204, no later than 4:00 p.m. EDT, on April 25, 2018. 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. CIRT reserves the right to reject any and all submissions at any time in the procurement process prior to final contract execution. CIRT 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) CIRT and Respondent 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, Respondent, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Respondent 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

Respondent 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. Respondent'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 DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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. Vendor 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 CIRT Financial Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Respondent mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Respondent 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 Respondent and Respondent shall abide by the decision.

Performance During Disputes

Unless otherwise directed by CIRT, 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 his 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 CIRT and the contractor arising out of or relating to this agreement or its breach will first be submitted to mediation between the parties. In the event the mediation process fails to result in an agreed resolution, then and only then may either party submit the issue to 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 CIRT, the agent of CIRT 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

CIRT 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 CIRT'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 CIRT setting forth the nature of said breach or default, CIRT 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 CIRT 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 CIRT elects to waive its remedies for any breach by contractor of any covenant, term, or condition of this contract, such waiver by CIRT shall not limit CIRT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Convenience

CIRT, by written notice, may terminate this contract, in whole or in part, when it is in the interest of CIRT. If this contract is terminated, CIRT 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, CIRT may terminate this contract for default. CIRT 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 CIRT.

Warranties and Guarantees

The contractor will deliver to CIRT 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 CIRT. 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.

Compliance with all Federal, State, and Municipal Statutes, regulations, circulars, Codes, and Ordinances

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of CIRT. 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 CIRT. The price CIRT shall pay to the contractor is the price(s) stated in the contractors' proposal or alternate proposal as accepted by CIRT.

Single Offers

If only one (1) offer is received, CIRT 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 CIRT to accept or reject.

Condition of Payment

All services provided by Vendor under this Contract must be performed to CIRT's reasonable satisfaction, as determined by the CIRT representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. CIRT 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 CIRT 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 CIRT. 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 CIRT, CIRT'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. CIRT will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the contractor through his 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 VII 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:

1. Where CIRT is not a State but a regional government entity 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 CIRT, 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 her 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.

2. Where CIRT is a State and is the FTA recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide CIRT, the FTA Administrator or her authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where CIRT enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. 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.
5. 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.
6. 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 CIRT, 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).
7. 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, Kiribati, 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 CIRT. It is the policy of DOT 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 are considered pertinent to any contract resulting from this solicitation. It is further the policy of CIRT to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of CIRT's procurement activities is encouraged. Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses.

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

CIRT 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, CIRT 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 CIRT DBE program. These records and documents will be made available at

reasonable times and places for inspection by any authorized representative of CIRT and will submit them to CIRT upon request.

Employment Eligibility

In accordance with IC 22-5-1.7, CIRT 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 CIRT 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 at (317) 634. A written plan of implementation will then be developed and submitted to CIRT for review.

Program Fraud and False or Fraudulent Statements and Related Acts

In all contracts made with or subcontracts made for CIRT 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

CIRT 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 CIRT 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-Pitman 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 there from. No member, officer, or employee of CIRT, 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

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 CIRT or for CIRT that are in excess of \$100,000 require a 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

CIRT: 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.

State and Local Laws

The laws of the State of Indiana, and the Local Ordinances and Codes of Marion County, State of Indiana will define any contract entered into by CIRT. 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.

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 through the use of child labor.

GENERAL

Protest(s) will only be accepted by CIRT 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.

All protests must include the following minimal information:

- Business Name, Protestor name, Business Address, and Business telephone number.
- Identification of the solicitation in protest by number.
- A detailed statement of the legal and/or functional ground under protest, including copies of the relevant documents.

- A brief statement of the relief requested.
- All protest documents that are received by CIRT shall be stamped with the date and time received and logged into a "Protest File".

DEFINITIONS:

For purposes of the Proposal Protest Procedure, the following definitions apply:

Days refer to working days of the Federal Government.

File or Submit refers to the date of receipt by CIRT or the FTA, as the case may be.

Interested Party refers to the actual or prospective bidder or offeror, whose direct economic interest would be affected by a reward of, or a refusal to award, a contract.

Proposal, Submission, Offer as used in the context of negotiated procurements (as well as other terms referring to an offer to supply a service or goods), are generally recognized to apply to a formal submission or a request by a business to be considered for selection of goods or services.

Protest Before an Award

Protest before an award must be submitted within the time frames specified for each of the two types of before award protest. The Executive Director shall notify and log all protests as detailed above.

For those protest which are a protest against the allotted time for offer preparation, solicitation content, specification detail, or procedural protest, the time frame during which such protest shall be received shall be limited to three (3) days before the time/date given for the receipt of Offers (including the day of the proposal opening or receipt as day three (3)). If such protests are not lodged within the specified time, the participants in the subject solicitation shall be deemed to have waived all rights to protest any procedural or specification item.

If after the submission of offers but before the formal award of a contract, any offeror or vendor feels the need to file a protest; such protest must be received within ten (10) days of the scheduled opening of the referenced response.

If "before award" protests are received within the specified time, the Executive Director shall request of each vendor submitting a response a certification of the extension of prices and waiver of time to preclude any requirements to re-solicit.

Where a written protest is received against the making of an award, the award shall not be made until five (5) days after the resolution of the protest, unless the Executive Director determines that:

- The item(s) being procured is critical to business; or
- Deliverance or performance will be unduly delayed if there is a failure to Award; or
- Failure to make a prompt award will otherwise cause undue harm to CIRT, the State or Federal government.

In the event a determination is made by CIRT that the award is to be determined during the five-day period, or during the pendency of a protest, the Executive Director will furnish written notification to FTA of the intent to award prior to the protest waiting period or pendency. The FTA reserves the right to not participate in any such award. If such an award is made, the files will contain full and adequate documentation as to the causes and points dictating why such a decision was made. All persons who are party to the solicitation shall be furnished duplicate copies of all pertinent information with confirmation of the award having been made.

Protest(s) After an Award

Protest against award must be filed with the Executive Director of CIRT within five (5) days immediately following the award. The protest will be accepted and logged and all parties shall be advised such a protest has been lodged. If it appears likely that an award will need to be rescinded or an award invalidated and a delay in receipt of goods or services shall result that is not prejudicial to CIRT's interest, a negotiated agreement to suspend performance shall be sought on a no cost basis. CIRT shall render through the Executive Director, a decision on the protest within fourteen (14) days after the receipt thereof. Notice of that decision will be furnished to all interested parties. If the decision rendered by CIRT is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (FTA). FTA will only review protests regarding the alleged failure of CIRT to have a written protest procedure or the alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of appropriate State or Federal Courts, or Municipal or Federal regulatory agencies. Any protest involving other matters should be filed in agreement with the directions given in particular regulations.

FTA's remedy for CIRT's failure to have a written protest procedures or failure to follow such procedure is limited to requiring CIRT to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue, if CIRT desires FTA financial participation in the contract in question. In instances where CIRT has awarded to another vendor, or prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

Protestors are required to file a protest with FTA not more than five (5) days after the rendering of a decision on the original protest by CIRT. In instances where the protestor alleges CIRT failed to make a final determination on the protest, protestors shall file a protest with the FTA not later than five (5) days after the protestor knew or should have known of CIRT's failure to make a final decision. CIRT shall not award a contract in the five (5) day period referenced except it is in accordance with the stipulations as detailed in paragraphs above. After five (5) days CIRT shall verify with FTA that no protest is on file for the particular contract in question.

Protests filed with the FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to CIRT.

Protest filed with the FTA shall

- Include the name and address of the protestor.
- Identify CIRT, project number, and number of the contract solicitation.
- Contain a statement of the grounds upon which the protest is filed. This should detail the alleged violation, failure, or oversight, and contain full supporting documentation.
- Include copies of the local protests previously filed with CIRT and the copy of the decision regarding such protest rendered by CIRT.

FTA shall notify CIRT in a timely manner of the receipt of a protest. FTA shall instruct CIRT to notify the contractor of the protest if an award has been made or, if no award has been made, to notify all interested parties. CIRT shall instruct all who receive such notice that they may communicate further with FTA directly.

CIRT shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest:

- A copy of the CIRT Protest Procedure
- A description of the process followed concerning the protest; and
- Any supporting documentation.

CIRT shall then supply copies of the submissions to FTA to the protestor.

The protestor may submit to the FTA any comments on CIRT's submission not later than ten (10) days after receipt of the CIRT submission by the protestor.

When a protest has been filed in a timely manner with CIRT before the award of a contract, CIRT shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the ETA, during the pendency of that protest, unless CIRT determines that:

- The items procured are urgently needed, or;
- Delivery or performance will be unduly delayed by failure to make an award promptly, or;
- Failure to make an award will cause an undue hardship on CIRT, the State, or the Federal Government.

In the event CIRT determines that the award must be made in the five (5) day period, CIRT will notify FTA of that decision prior to making the award. FTA reserves the right to not participate in the funding of any contract awarded under protest pendency or during the five (5) day waiting period.

Upon receipt of the submission, FTA will either request further information, a conference among the parties, or will render a decision on the protest.

Attachment A: Standards of Service for Vanpool Services Vendors

OPERATIONAL POLICIES

1) **Fare Policy**

- a) Fares must be collected for service. CIRT will not be held responsible for unpaid fares due from individuals or organizations.
- b) Vendor(s) fare processes are subject to monitoring and review by CIRT and/or full audit at any time.

2) **Accounting**

- a) Vendor shall maintain accurate and timely invoicing for individuals, organizations and CIRT.
 - i) In the event invoices are incorrect or not timely, vendor shall not charge vanpool a late fee when this problem occurs.
 - ii) Vendor shall respond to invoice issues, raised by an individual or organization, in a timely manner.
- b) Invoices shall be issued on a monthly basis. Invoices should not be held and accrue. This applies to individuals, organizations and CIRT.

PERFORMANCE STANDARDS

1) **Maintenance and Repairs**

- a) Vendor will maintain accurate maintenance and repair records for vanpool groups.
- b) Vendor will work with vanpool groups to ensure maintenance service is up-to-date and remains on schedule. Vendor will assist vanpool group in locating a facility that will perform maintenance service and bill vendor for work performed.
- c) Vendor will work with vanpool groups to promptly address, schedule and pay for any unexpected repairs that could arise. Vendor will also assist vanpool group in locating a facility to perform unexpected repairs and bill vendor for work performed.

CUSTOMER RELATIONS AND QUALITY SERVICE REQUIREMENTS

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

1) Customer Relations Services

- a) CIRT maintains a central call center that handles inquiries relevant to Commuter Connect vanpools during normal business hours (8 am to 5 pm), Monday through Friday. Customer service inquiries can also be directed to 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 CIRT.
- d) Vendor(s) staff may participate from time to time in CIRT special programs that affect vanpool policy and/or services.

2) Customer Information

- a) Vendor will ensure that customer information that pertains to the vanpool program will be shared with CIRT. This allows CIRT to address customer questions, comments or concerns that may arise.

3) Complaint Resolution

- a) All customer complaints will be received and documented by CIRT, or forwarded to CIRT if received directly by the Vendor.
- b) CIRT 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 CIRT's stated Title VI and ADA policies.
- c) Vendor(s) will assist with investigations as necessary in complying with CIRT's customer complaint process. All complaint investigation results will be documented and copies provided to CIRT.
- 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.

FARE ADMINISTRATION AND CASH MANAGEMENT

1) **Vanpool Fares:**

- a) The Vendor(s) providing the transportation service is/are responsible for collecting the appropriate fare from vanpool group individuals or organizations.
- b) The following requirements also apply to the collection of cash fares:
 - CIRT reserves the right to audit and inspect the Vendor(s) revenue collection and verification process, including requiring changes in the process as CIRT determines to be appropriate.

MAINTENANCE

The Vendor must have a maintenance program for all vehicles, which must be approved by CIRT 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 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 CIRT.

The Vendor shall perform or cause to be performed all inspections, repairs, and maintenance for all vehicles. Upon request, CIRT shall have access to any vendor-owned 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 or utilize a service provider that provides 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 CIRT, 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.

The Vendor shall properly maintain all vehicles including a clean exterior, routine maintenance, state inspections, and any other maintenance to keep the vanpools clean and in working order. 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 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 vanpool group with as little delay as possible and/or credit the vanpool group a prorated amount for days without a vehicle. This does not apply to regular maintenance items. The Vendor is solely responsible for retrieval and repair of any vehicle that goes out of service for any reason. CIRT will not provide or reimburse the Vendor for any retrieval, towing, and/or repair services.

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) CIRT 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) Vanpool logs
 - (b) Incidents, accidents, or claims
- Fuel purchases by vanpool groups

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 CIRT. Vendor shall turn over all vehicle maintenance data to CIRT 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 for the NTD report.
- CIRT 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 CIRT.

5) Reporting Requirements

- 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
- 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 miles operated
 - (c) The Vendor shall provide daily information on all incidents and accidents.
- Cost and Billing Reports
 - (a) The Vendor will submit one invoice to CIRT no later than the 10th day of the following month (or at any otherwise negotiated time with CIRT). This invoice will show each vanpool group separately, so that the billed subsidy for each vanpool group is easily identifiable and traceable.
- 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

- Vendor(s) will be responsible for providing CIRT 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
- Sub-Vendor contractual participation (if applicable)
- Fare and invoice management
- Financial record keeping
- DBE Compliance (if applicable)

Methods of monitoring could include but not be limited to:

- Monthly or quarterly review meeting with Vendor(s) managers
- On-site visits
- Review of procedures
- Electronic monitoring
- Live communications 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.