

RFP #10-6-283

Airport Express Services
Green Line

July 2, 2010

INDIANAPOLIS PUBLIC TRANSPORTATION
CORPORATION
1501 WEST WASHINGTON STREET
INDIANAPOLIS IN 46222

PHONES
(317) 614-9281 Melissa Halinski
FAX: (317) 266-9163

PROCUREMENT SCHEDULE

RFP #10-6-283

Airport Express Services, Green Line

FIRST ADVERTISEMENT **July 2, 2010**

SECOND ADVERTISEMENT **July 7, 2010**

WRITTEN QUESTIONS DUE **July 13, 2010**

ANSWERS TO WRITTEN QUESTIONS DUE **July 15, 2010**

No pre-bid for this procurement

RFP DUE DATE **July 21, 2010**
12:00 Noon – (EST)

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
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Line

SECTION 1

INTRODUCTION &

STATEMENT OF WORK

Section 1 INTRODUCTION

Section 1.1 History and Purpose of request:

The Indianapolis Public Transportation Corporation, hereinafter IPTC or IndyGo, is a Municipal Corporation, a component unit within the consolidated City of Indianapolis, Marion County, State of Indiana. The agency is governed by a seven member Board of Directors. Board members are appointed by the Mayor and City County Council. IPTC has approximately 500 employees. Its annual adopted operating and capital budget approximates \$57M. IPTC provides the public transportation services for the Marion County area. IPTC is the designated recipient of funds from the Federal Transit Administration (FTA), an agency of the United States Department of Transportation. IPTC functions on an operational basis under the Rules and Regulations of the United States Department of Transportation through its Federal Transit Administration, applicable Indiana Codes and the Ordinances and regulations established by the Indianapolis/Marion County City-County Council.

IPTC is now soliciting through this Request for Proposals for the service of:

Airport Express Services, Green Line

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

Bidding Firms must submit one original proposal with appropriate seals and signatures and 5 copies of proposal. Any alteration to the forms contained in the RFP or failure to submit all certifications referenced may be cause for the proposal to be declared as non-responsive.

All proposals and copies must be submitted no later than 12:00 Noon on July 21st, 2010. Proposals should be labeled with “**RFP #10-6-283 Airport Express Services, Green Line**” and sent to the attention of:

**Melissa Halinski
Procurement at IPTC
1501 W. Washington Street
Indianapolis, IN 46222**

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Under no circumstance will any proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute and includes, but is not limited to, failure of a private delivery service or the United States Postal Service to deliver documents in a timely or scheduled manner. No response will be accepted that is not in the hard copy format. Electronic responses are not valid for this RFP solicitation. Proposals received after the due date and time will be returned un-opened.

Section 1.3 Pre-Proposal Conference:

There will not be a pre-bid meeting for this procurement. Please submit any questions via email to mhalinski@indygo.net by July 13th, 2010

Section 1.4 Term of Engagement:

The term for this contract will be 1 year with 2 (1) one year options for a possible total of 3 years.

Section 1.5 History of the Service:

IPTC is currently contracted for this service.

Section 1.6 Purpose:

IPTC is seeking proposals for a “Turn Key” Airport Express Service under the IndyGo Brand. Selected contractor will provide bus service to and from the Indianapolis Airport and downtown Indianapolis 365 days per year. Specific routes and stops detailed in RFP documents.

Section 1.7 Statement of Work:

Selected vendor will be required to provide a “Turn Key” Airport Express Service. Selected Contractor will provide service 365 days per year from Downtown Indianapolis to the Indianapolis International Airport, and reverse. Contractor must address the following points in proposal:

- Compliance with DOT regulations
- Vehicles used, submit on form provided
- Proof of Qualified and trained drivers, submit resumes of drivers and summary of internal training program
- A documented maintenance program, submit maintenance records of proposed vehicles for past 6 months
- Vehicle storage
- Cleaning (interior and exterior), submit processes used
- Fuel and fueling operations
- Non-service parking
- Proof of insurance, selected Contractor is to ad IndyGo for liability converges.

Additional Contractor Requirements

- Contractor must have method of collecting and recording daily, weekly, and monthly revenues. Revenue reports to be submitted with monthly invoices. Total monthly revenue to be deducted from monthly invoice. IPTC to pay net.
- Service schedules will vary with the frequency of departures and arrivals scheduled by the Air Travel System. Contractor must be able to provide service when schedules change.
- Coach Operators provided by the vendor will be expected to display courteous curb-side service to riders without the responsibility of loading baggage or expectation of re-numeration beyond employment wage.
- Daily services will encompass the hours of 5AM through 9PM
- Headways will vary from 12 minutes between 5AM and 9AM to 18 minutes from 9AM to Noon then returning to 12 minutes between the hours of Noon and 9PM.
- Stops will number 1 at the airport and 4 in the downtown area
- All vehicles used in any IndyGo fixed route or demand type service must meet ADA compliance regulations as defined in CFR 49

[49 CFR 37.23(c) “A public entity which enters into a contractual or other arrangement or relationship with a private entity to provide fixed route service shall ensure that the percentage of accessible vehicles operated by the public entity in its overall fixed route or demand responsive fleet is not diminished as a result.]

- An Account Manger is to be assigned to IPTC’s account. This person will be the direct contact on all aspects of IPTC’s account.
- Selected contractor will be responsible for obtaining background checks for all their employees that will be interacting with IndyGo customers. Selected contractor will be responsible for cost of said background checks.

NOTE: Please review Attachment A of this procurement. This attachment details the Green Line Service expectations including:

- Operations/Service Plan
- Route descriptions
- Public Timetables
- Recommended Vehicles
- Customer Service
- Green Line Routes and Stops

Section 1.8 Bonds, Insurance, and Special Requirements

There are no bonds required for this RFP.

Insurance requirements will be the minimum requirements per the State of Indiana BMV. **Proof of Insurance is to be provided with proposals.**

Section 1.9 Evaluation

1.9.1 Evaluation Process:

IPTC will appoint an evaluation team. The team will be made up of IPTC employees. Each member of the team will be given a copy of the proposals and the original RFP. They will be asked to evaluate each proposal against the RFP evaluation criteria. The top rated firms may be asked to come in and give an oral presentation. After the presentations, the firms will be evaluated and ranked again. The top ranked firm will then be presented to Board of Directors for approval for negotiations. Once approval has been given, the selected firm will then enter into negotiations with IPTC. If an agreement cannot be reached, negotiations will end, and IPTC will begin the process with the second highest ranked firm.

1.9.2 Evaluation Criteria:

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

PRICE: Proposals will be evaluated on cost of service hour per vehicle. All quoted rates are to be net (complete) rates. No additional costs will be accepted. (40pts)

PROPOSED VEHICLES: Vehicles proposed will be evaluated based on age, condition, capacity, and cosmetic appeal. (30 pts)

SERVICE RECORD: Firms will be evaluated on references provided, as well as accident records. (30 pts)

Section 1.10 Federal Participation: (If applicable)

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

Section 1.11 Reserved Right:

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

VEHICLE LIST
RFP#10-6-283
Airport Express Service, Green Line

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

Submitted by

Date

RFP #10-6-283 Airport
Express Services, Green Line

SECTION 2.0

VENDOR

INSTRUCTIONS

Section 2.0 Vendor Instructions

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.

2.2 Required Responses

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

- All certifications contained in the package
- Completed Bid Offer Cost Form
- Resume's and driving/training records for proposed operators
- Summary of driver training program
- List of proposed vehicles for IndyGo routes.
- Maintenance records for previous 6 months (minimum) for proposed vehicles
- 3 references include contact information, names, email, and phone
- Insurance records (incidents) for previous 6 months, and proof of current insurance with Agent contact information
- Financial information for previous 2 years (can be sent in sealed envelope)

2.3 Limitation of Responsibility

IPTC 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.

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

2.4 Vendor Warrants and Sub-Contractor Restrictions

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

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

2.5 Responsiveness and Responsibility Definitions

All offers must be responsible and responsive.

Definition of responsive for submitting parties to this solicitation:

All blanks must be filled in or zeroed, all materials must conform to the work requested unless an alternate has been approved in writing by IPTC prior to the submission date and time, and all associated certificates and other associated information must be included in the submission package. Any alteration, erasure, or interlineations of the documents may be cause for the offer to be determined non-responsive. However, IPTC 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:

IPTC may consider among other factors, the Contractors record of integrity, experience, and past performance, its financial status, the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to IPTC, the Federal, State or Local Government(s). In arriving at a determination, IPTC may institute a pre-award survey on any or all vendors. Vendors will be required to cooperate with the pre-award survey team. Failure to cooperate may result in a finding of non-responsibility.

2.6 Taxes

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

2.7 Independent Contractor

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

2.8 Contract Required

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

IPTC reserves the right to ask questions for clarification to offer items of any submitter during the evaluation process without such effort being construed as bargaining.

Upon authorization by the IPTC Board to award a contract based upon a particular offer submitted by a designated vendor, said vendor and IPTC will work diligently to complete a contractual arrangement for the services within thirty calendar days of the Board action. Failure of the sides to reach a contractual arrangement may nullify the action of the IPTC Board as to the award of the services and release IPTC to attempt to secure a contract through negotiations with the second most favored vendor.

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

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

SECTION 3
COMPLIANCE WITH REGULATIONS
& GENERAL REQUIREMENTS

3.0 COMPLIANCE WITH REGULATIONS & GENERAL REQUIREMENTS

3.1 Federal Regulations

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

3.2 Required Submissions

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

3.3 Failure to Supply

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

3.4 Notary Seals

Any certification requiring a Notary Public Seal, must be sealed in the package marked "Original", and may be copied in the subsequent number of offer packages required in Section 2.0 - Information for Proposers.

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

DBE PARTICIPATION FORM
IPTC has not set a specific goal for this project.

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

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

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

DBE Name of <u>and Address</u> <u>Work</u>	Description <u>of Work</u>	Percent of Dollar Amount <u>Total Contract</u>
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(Attach additional sheets)

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

Date: _____

Signature: _____

Name (Print): _____

Title: _____

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

DBE GOAL: 0%

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

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

<u>Response</u>		

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

<u>Response</u>		

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

<u>Response</u>		

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

<u>Response</u>		

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Must be returned with your offer)

I, _____, hereby certify on behalf of the Indianapolis Public Transit Corporation that:

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

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

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

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

Executed this _____ day of _____, 20____

By: _____
(Signature of Authorized Official)

(Title of Authorized Official)

**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
ACKNOWLEDGMENT OF ADDENDUM**

(Must be returned with your Offer)

Proposal # 10-6-283 Airport Express Services, Green Line

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

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

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

(Proposing Company Name)

(Street Address)

(City, State, and Zip Code)

Signature of Authorized Company Official

Date

CERTIFICATION REGARDING DEBARMENT

(Must be returned with your offer)

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

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

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency.

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

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

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

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

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

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

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

CHECKLIST FOR PROPOSAL #10-6-283

(Must be returned with your Offer)

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

 0 % Proposal Bond or certified check required with proposal

 0 % Performance Bond or Letter of Credit required at contract award

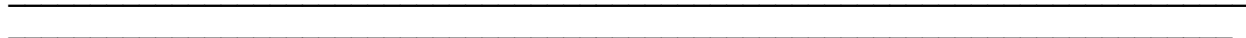
Proposal Data Check List

Did you read and understand the General Specifications? Yes No Initials

Did you read and understand the Scope of Work? Yes No Initials

Are there any exceptions to the instructions as described? Yes No Initials

If yes, explain:



Certificate Items Required To Be Returned

- Acknowledgment of Addendums
- Proposal (1 original, 5 copies)
- Proposal Check List
- Certificate of Procurement Integrity
- Certificate of Restriction on Lobbying
- DBE Participation form
- Certificate Regarding Debarment
- Affidavit of Non-collusion
- DOT Assisted Contracts Bidders List Certification
- Insurance History (incidents) for past 6 months
- Driver Resumes w training records
- Completed Bid Offer Cost Form
- Financial Information (Sealed)
- List of proposed vehicles w/maint. records
- References with contact information

It is the responsibility of the vendor to notify IPTC 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.

Offerors Signature

AFFIDAVIT OF NON-COLLUSION

The undersigned, having submitted a bid, quote, or proposal for RFP #10-6-283 Airport Express Services, Green Line, in accordance with notice given by the Procurement Office of the Indianapolis Public Transportation Corporation and/or its Board of Directors for the purposes or support of the transit services in and for the Consolidated City of Indianapolis, Indiana, for and behalf of him/her self, or themselves, first being duly sworn says:

That said bidder, quoting party, or proposer has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price to be bid by any person, or to prevent any person, or persons, or company from submitting pricing: or to entice any bidder, quoting party, or proposer to refrain from pricing for such supplies, merchandise, service, or contract, and that said bid so made is without reference or regard to any other bid or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

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

3.5 Other Federal Requirements:

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

Background

Indianapolis Public Transportation Corporation (IPTC) 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 IPTC. 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 IPTC require among other things that purchases be made according to approved plans and specifications, which will become part of the contractual documents between IPTC and the successful vendor(s).

Proposal and Contract Procedure

IPTC 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 IPTC to all prospective proposers who have requested or received the solicitation documents.

If the work is amended, any responder from whom an offer had been received prior to the giving notice of amendment will be entitled to withdraw the submission and resubmit their response in conformance with the changed work. Submittals must be placed in an envelope, marked clearly with the number assigned to the solicitation by the responder before submission to the Purchasing offices. All submissions must be received at the Purchasing Department Office of IPTC located at 1501 West Washington Street, Indianapolis, IN 46222, no later than the date and the time shown in the Schedule of Procurement. Upon receipt, all submissions shall be date and time stamped. 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. IPTC reserves the right to reject any and all submissions at any time in the procurement process prior to final contract execution. IPTC 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.

Definition of Responsive:

All certifications and forms blanks must be filled in, all offered goods and/or services must conform with the Statement of Work requested, unless an alternate but equal request has been submitted for approval; and all information required in the request for submissions documents must have been completed and submitted in a sealed envelope to conform with the definition of the term, *responsiveness*. Any alteration, erasure, or interlineations of the document may cause the submission to be determined as non-responsive. However, IPTC reserves the right to accept any offer or to reject any and all offers, or to waive any defect or irregularity found in any offer.

Definition of Responsible: IPTC may consider among other factors the Contractor's record of integrity, experience, and past performance record with IPTC, the financial status, the capability to perform the project as defined, or whether the bidder is in default on any contract or other obligation to IPTC, the consolidated City of Indianapolis, the State of Indiana, or the Federal government. In arriving at a determination IPTC may institute a pre-award survey on any or all respondents. Vendors will be required to cooperate with the pre-award survey team if one is used. Failure to do so may result in the determination of the vendor as being a non-responsive vendor. 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 IPTC. In addition vendors must confine their response to the spaces provided on any furnished submittal form or Cost Form, except where the Form itself may make an exception to the contrary. Alternate offers may be submitted but shall be submitted in a format that is easily understood, shows conformance with the contents of the Statement of Work, and contains full explanation as to the effectiveness of the alternate proposed in satisfying the intent of the solicitation. All prices must be furnished to match the requested units or quantities as shown on the Submission Pricing Sheets. Where indicated the total extended price should be shown. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. No changes will be allowed to the point of placement of decimal points and zeroes. All submissions will be for the exact quantities and/or breakdowns reflected in the statements and conditions of the solicitation.

Federal Participation

The resulting contract for the procurement of the requirements specified herein is subject to the applicable terms and conditions of the Master Agreement for Financial Assistance between IPTC and the FTA.

No Government Obligation To Third Parties: Federal Participation does not infer or obligate the Federal Government in any form or fashion to any third party contractor. The purchaser and the contractor acknowledge and agree that notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of, the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not

be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Further, the contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified except to identify the contractor who will be subject to its' provisions.

Federal Changes: The purchaser and the contractor agree that they will be compliant with the requirements as found in **49 CFR Part 18** regarding the applicability of all Federal Regulations to third party contracts in that: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement **(Form FTA MA (2) dated October, 1995)** between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

Incorporation of Federal Transit Administration (FTA) Terms: The Contractor and purchaser agree that in compliance with **FTA Circular 4220.1F** certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions shall be included by reference. All contract provisions required by DOT, as set forth in **FTA Circular 4220.1F** are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any IPTC requests that would cause IPTC to be in violation of the FTA terms and conditions. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters. 49 CFR Part 29; Executive Order 12549.** All Proposers must submit a completed certification regarding Debarment, Suspension, and Other Responsibility Matters or their Proposal will be judged Non-responsive.

Bonds

Bid/Proposal Bond: Some Bids/Proposals may require a Bid/Proposal Bond from a Surety company licensed to do business in the State of Indiana or a certified or cashier's check drawn on a solvent banking institution in the amount specified in the BID Checklist of the RFP (Section 2). All bonds are to be made payable to the Indianapolis Public Transportation Corporation and shall serve as a guarantee that should the offer be accepted by IPTC the Responder will within thirty (30) working days after notification of acceptance, enter into a contract for the work offered or accepts IPTC's Purchase Order for the solicited goods/services. In the event the offer is not accepted by IPTC, the obligation of the Bond and/or certified check will be considered null and void. Any certified checks submitted during the Proposal process shall be returned to the Responder.

If the successful vendor does not enter into a Contract or Purchase Order agreement with IPTC after the acceptance of the offer, the obligation of the Bond or

certified check shall be forfeit to IPTC for ascertained or liquidated damages for the failure to enter into the Contract or Purchase Order.

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 that are not resolved by agreement of the parties will be decided in writing by an authorized representative of the IPTC Chief Financial Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of it's' copy, the contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its' position. The decision of the Chief Executive Officer shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Disputes: Unless otherwise directed by IPTC, 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 the IPTC and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

Rights and Remedies: The duties and obligations imposed by the contract documents and the rights and remedies available there under 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 the IPTC, the agent of IPTC 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 there under, except as may be specifically agreed in writing.

Termination Provisions

For all contracts entered into by IPTC and any contractor or subcontractor for which the amount of costs shall be Ten Thousand Dollars (\$10000) or more, any termination shall be in accordance with the provisions found in **49 U.S.C. Part 18, and FTA Circular 4220.1F**. These provisions shall apply to contracts at all tiers of the project.

Termination for Convenience (General Provision): IPTC may terminate this contract in whole or in part, at any time by written notice to the contractor when it is in the Governments' best interest. The contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its' termination claim to IPTC to be paid the contractor. If the contractor has any property in its' possession belonging to IPTC, the contractor will account for the same, and dispose of it in the manner IPTC directs.

Termination for Default (Breach or Cause) (General Provision): If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, and the contractor fails to perform on the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, IPTC may terminate this contract for default. Termination will be effected by the IPTC serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by IPTC that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, IPTC, after setting up a new delivery performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General provision): IPTC at its' sole discretion may, in the case of a termination for breach or default, allow the contractor fourteen calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions. If the contractor fails to remedy to IPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within fourteen (14) working days after receipt by the contractor or written notice from IPTC setting forth the nature of the breach or default, IPTC shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any

way operate to preclude IPTC from also pursuing all available remedies against the contractor and its' sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that IPTC elects to waive its' remedies for any breach by contractor of any covenant, term, or condition of this contract, such waiver by IPTC shall not limit IPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts): IPTC, by written notice, may terminate this contract, in whole or in part, when it is in the Governments' interest or in the interest of IPTC. If this contract is terminated, IPTC 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 (Supplies and Services): If the contractor fails to deliver supplies or 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, IPTC may terminate this contract for default. IPTC 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 the IPTC.

Termination For Default (Transportation Services): If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, IPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of IPTC's goods, the contractor shall, upon direction of IPTC, protect and preserve the goods until surrendered to IPTC or its' agent. The contractor and IPTC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. 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 IPTC.

Termination for Default (Construction): If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with other provisions of this contract, IPTC may terminate this contract for default. IPTC shall terminate by delivering to the contractor a Notice of Termination specifying the

nature of the default. In this event IPTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plans on the work site necessary for completing the work. The contractor and its' sureties shall be liable for any damage to IPTC resulting from the contractors refusal or failure to complete the work within the specified time, whether or not the contractors' right to proceed with the work is terminated. This liability includes any increased costs incurred by IPTC in completing the work.

The contractors' right to proceed shall not be terminated nor the contractor charged with damages under this clause if:

The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of IPTC, acts of another contractor in the performance of a contract with IPTC, epidemics, quarantine restrictions, strikes, freight embargoes; and The contractor, within ten (10) days from the beginning of any delay, notifies IPTC in writing of the causes of delay. If in the judgment of IPTC the delay is excusable, the time for completing the work shall be extended. The judgment of IPTC shall be final and conclusive on the parties, but subject to appeal under the dispute clauses.

If after termination of the contractors right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of IPTC.

Termination for Convenience or Default (architect and Engineering): IPTC may terminate this contract in whole or in part, for its' convenience or because of the failure of the contractor to fulfill the contract obligations. IPTC will terminate by delivering to the contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for convenience of IPTC, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the contractor to fulfill the contract obligations, IPTC may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by IPTC. If after termination for failure to fulfill the 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 IPTC.

Termination for Convenience of Default (Cost Type Contracts): IPTC may terminate this contract, or any portion of it, by serving Notice of Termination on the contractor. The notice shall state whether the termination is for convenience of IPTC or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the

contract. The contractor shall account for any property in its possession paid for from funds received from IPTC, or property supplied to the contractor by IPTC. If termination is for default IPTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its' termination claim to IPTC and the parties shall negotiate settlement to be paid the contractor.

If the termination is for the convenience of IPTC, the contractor shall be paid its' contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default IPTC determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, IPTC after setting up a work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

References

IPTC requires the vendors submitting proposals to furnish a list of at least Three (3) references that are now or within the past five years been a customer of the vendor and to whom they have provided services of a similar nature. This list shall include the following:

Customer name

Name of Procurement officer

Customer Address (where operation takes place)

Customer Telephone number

If requested the list must be part of the proposal submission. Failure to comply with that request would result in the removal of the vendor from any further consideration for contractual agreement.

Warranties and Guarantees

The contractor will deliver to IPTC 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 IPTC.

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.

No United States or Foreign PATENT infringement

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 IPTC. 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 IPTC. Price IPTC shall pay to the contractor the price(s) stated in the contractors' proposal or alternate proposal as accepted by IPTC. All items are to be delivered F.O.B. destination, unless otherwise stated. All transportation costs from the shipping point to the destination shall be paid by the contractor and included in the submitted

price. Full responsibility for any damages incurred while in transit shall be borne by the contractor.

All invoices for supplies, services, materials or equipment shall be submitted to:

Indianapolis Public Transportation Corporation
Attention: Accounts Payables Department
1501 West Washington Street
Indianapolis, IN 46222

Single Offers

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

IPTC 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 IPTC to accept or reject.

Invoice Payment

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 IPTC 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 IPTC.

Indemnity

The contractor shall indemnify IPTC, IPTC'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 of supplies, materials, equipment, and/or services under this agreement; or arising out of any other failure of the contractor to meet the obligations of the contract. IPTC 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.

Title VI Compliance, Civil Rights Act of 1964

During the performance of this contract, the contractor agrees to the following:

The contractor shall comply with the regulations relative to **Non-discrimination in Federally Assisted programs of the DOT, Title 49, CFR, Part 21**, as they may have been amended from time to time, which are herein referenced and made a part of this contract.

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the regulations, including employment practices,

when the contract covers a program set forth in Appendix B of the regulations. In all solicitations, either by competitive bids or negotiations, made by the contractor for work to be performed under a subcontract; including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors' obligations under the contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, age, or national origin.

E) The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to the books, records, accounts, other sources of information and its' facilities as may be determined by IPTC or the FTA, to be pertinent to ascertain compliance with such regulations, orders, and instructions. All in accordance with the provisions as set forth in **49 U.S.C. 5325, 18 CFR 18.36, and 49 CFR 633.17**, or any other law, regulation, code, requirement, or directive applicable to the access of records. Where any formation is required or when a contractor is the exclusive contractor for any good or service under the terms of this contract, that contractor may be required to certify such assurances to IPTC and/or FTA as appropriate and shall set forth in that certification what efforts have been made to obtain and to provide the information.

The following access to records requirements apply to this contract:

Where the purchaser is not a State but a local government, and is the FTA recipient or a sub-recipient of the FTA recipient in accordance with **49 CFR 18.36(i)**, the contractor agrees to provide purchaser, 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 CFR 633.17** to provide the FTA Administrator or his/her authorized representatives including any PMO contractor access to contractors' 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**.

Where the purchaser is a State and the FTA recipient or sub-recipient of the FTA recipient in accordance with **49 CFR 633.17**, contractor agrees to provide the

purchaser, the FTA Administrator or his authorized representatives, including any PMO contractor, access to the contractors' 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. Where the purchaser 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 or a sub-recipient of the **FTA** recipient in accordance with **49 CFR 19.48**, contractor agrees to provide the purchaser, FTA Administrator, or 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. Where any purchaser which is the **FTA** recipient or a sub-recipient of 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 of the United States or any authorized representative of any of them for the purposes of conducting an audit or inspection. 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. 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 the purchaser, 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(1) (11)**.

A) In the event of the contractors violation of the non-discrimination clauses of this contract, !FTC retains the right to impose such contract sanctions as it or the **FTA** may determine to be appropriate, including but not necessarily limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or

Cancellation, termination, or suspension of the contract in part or in whole.

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

IPTC, 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.

Black Americans, which includes persons having origins in any of the Black racial groups of Africa.

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.

Native American, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

Asian Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma, Vietnam, Laos, Cambodia, Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Territories of Pacific Islands, the Commonwealth of the

Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federates States of Micronesia, or Hong Kong.

5. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, and Bangladesh. Bhutan, the Maldives Islands, Nepal or Sri Lanka.

The contributions of capital, equipment, or expertise that has been made by the minority owners must be real, substantiated, and documented. It is the policy of IPTC that DBE vendors should participate to the greatest extent possible consistent with the laws of the State of Indiana in contracts awarded by IPTC. It is the policy of DOT that DBE's as defined in **49 CFR Part 26** and amended in **Section 106(c) of the Surface Transportation Assistance Act of 1987**, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of **49 CFR Part 26** and amended by Section **106(c) of the Surface Transportation Assistance Act of 1987** apply to this agreement and is considered pertinent to any contract resulting from this solicitation. It is further the policy of IPTC to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of IPTC's procurement activities is encouraged. Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses. IPTC's goal for budgeted service contract, bus repair parts, and other materials and supplies for DBE's participation have been established at **15%**.

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

DBE Obligation

IPTC 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, IPTC 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 IPTC DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of IPTC and will submit them to IPTC upon request.

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 Wes Bickers or Dionne Castelli (317.634.4957 or wes@inarf.org, dionne@inarf.org). A written plan of implementation will then be developed and submitted to IndyGo for review.

Program Fraud and False Or Fraudulent Statements And Related Acts

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

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 **IPTC** 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

Available listing of Minority Assistance Agencies

Holding of conferences for Scope or Statement of Work to emphasize requirements

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 IPTC 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 on Form 95 will result in disqualification of this offer. Contractor further certifies that Non-Collusion as here defined and sworn by his affidavit is in full compliance with the nature and intent of the **Sherman Anti-Trust Act** as amended, the **Clayton Act** as amended, the **Robinson-Patman Act** as amended, and the **Federal Trade Commission Act** as amended.

Restriction On Lobbying

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

Mandatory Clause/Language:

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65[to be codified at 2 U.S.C. § 1601, et seq.]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by **31 U.S.C. 1352(b)(5)**, as amended by **Section 10 of Lobbying Disclosure Act of 1995**, and DOT implementing regulation, "New Restrictions on Lobbying" at **49 CFR § 20.110(d)**.

Language in Lobbying Certification is mandated by **49 CFR part 19**, Appendix A, Section 7, which provides that contractors file the certification required by **49 CFR Part 20, Appendix A**. modifications have been made to the Lobbying Certification pursuant to **Section 10 of the Lobbying Disclosure Act of 1995**.

Use of "Disclosure of Lobbying Activities" Standard Form — LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government Wide Guidance For New Restrictions on Lobbying" **61 Fed. Reg. 1413 (1/19/96)** is mandated by **49 CFR Part 20, Appendix A**.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995; P.L. 104 — 65 [to be codified at 2 U.S.C. §1601 et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not use and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with Non-Federal funds with respect to that Federal contract, grant, or award covered by U.S.C. 1352. Such disclosures are forwarded from tier up to tier to the recipient.

Interest of Public Officials

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

State, Federal, and OSHA Requirements

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

Environmental Violations

All contracts and subcontracts awarded by IPTC or for IPTC 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 RFP. 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

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

State And Local Laws

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

ADDITIONAL REQUIREMENTS IN SPECIALIZED PROCUREMENTS

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

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

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

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

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

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

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

The contractor agrees that it will fully comply and support the contents of "Fly America" **CFR 49 Part 29, Section 14.c** when any property or person employed in the actions or toward the completion of any contract funded in whole or in part

by FTA financial involvement travels or is shipped from one point to another by air carrier.

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

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

Contractor further agrees to abide by all Rules, Regulations, and Statutes pertaining to Patent Right requirements as detailed in **Section 17 of FTA Circular 4220.1E** and with Rights in Data and Copyright Requirements as found in **Section 18 of FTA Circular 4220.1E**.

In the event of an award that is in excess of \$500,000 there shall be a formal notification of Federal participation issued to all solicitations in accordance

with section 15.n of FTA Circular 4220.1d.

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

GENERAL:

Protest(s) will only be accepted by IPTC's Procurement Department 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 Director of Procurement 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 protest 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 copiers of the relevant documents.

A brief statement of the relief requested.

All protest documents that are received by IPTC 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 IPTC 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 Director of Procurement 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 Director of procurement 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 Director of Procurement 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 IPTC, the

State or Federal government.

In the event a determination is made by IPTC that the award is to be determined during the five-day period, or during the pendency of a protest, the Director of Procurement 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 Procurement Director of IPTC 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 IPTC's interest, a negotiated agreement to suspend performance shall be sought on a no cost basis.

IPTC shall render through the Director of Procurement, or Chief Financial Officer, 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 IPTC 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 IPTC 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. **See, e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); participation by minority Business Enterprise in**

Department of Transportation programs, 49 CFR Section 23.73.

FTA's remedy for IPTC's failure to have a written protest procedures or failure to follow

such procedure is limited to requiring IPTC to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue, if IPTC desires FTA financial participation in the contract in question. In instances where IPTC 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 IPTC. In instances where the protestor alleges IPTC 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 IPTC's failure to make a final decision. IPTC 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 IPTC shall verify with FTA that no protest is on file for the particular contract in question.

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

Protest filed with the FTA shall:

Include the name and address of the protestor.

Identify IPTC, the project number (if applicable), and the 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 IPTC and the copy of the decision regarding such protest rendered by IPTC.

FTA shall notify IPTC in a timely manner of the receipt of a protest. FTA shall instruct IPTC 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. IPTC shall instruct all who receive such notice that they may communicate further with

FTA directly.

IPTC 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 IPTC Protest Procedure

A description of the process followed concerning the protest; and

Any supporting documentation.

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

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

When a protest has been filed in a timely manner with IPTC before the award of a contract, IPTC 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 IPTC 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 undo hardship on IPTC, the State, or the Federal Government.

In the event IPTC determines that the award must be made in the five (5) day period, IPTC 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

Route Specifications

RFP #10-6-283 Airport Express Services, Green Line

Attachment “C” General Contract