

RFP # 11-8-331

Group Long Term and Short Term Disability

Released: September 13, 2011

Due Date: September 27, 2011 12:00 Noon (EDT)

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
1501 WEST WASHINGTON STREET
INDIANAPOLIS IN 46222
PHONE
Mike Reynolds
(317) 614-9252
FAX: (317) 266-9163

PROCUREMENT SCHEDULE

RFP #11-8-331 Group Long Term and Short Term Disability

First Advertisement	September 13, 2011
Second Advertisement	September 16, 2011
Written Questions due	September 20, 2011
Answers to Written Questions due	September 23, 2011
Proposal / Quote due	September 27, 2011 12:00 Noon (EDT)

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
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SECTION 1

INTRODUCTION & STATEMENT OF WORK

Section 1 INTRODUCTION

Section 1.1 History and Overview:

History:

The Indianapolis Public Transportation Corporation (IPTC) is a Municipal Corporation as defined by the Urban Mass Transportation Act of 1965, adopted in 1965 by the Indiana General Assembly. In 1973, the company was chartered by the city ordinance to provide public transportation for the City of Indianapolis, Marion County, the Town of Speedway and the City of Beech Grove. IPTC is lead by a 7-member Board of Directors. Funding is derived from multiple sources including Federal Assistance (FTA), State Funds (Public Mass Transit Funds, state sales tax), Local Funds (Marion County Property Tax) and Passenger Fare Revenue. The majority of IPTC employees are members of the Amalgamated Transit Union (ATU). IPTC has approximately 470 employees and its annual operating budget is approximately \$55 million.

IPTC functions on an operational basis under the Rules and Regulations of the United States Department of Transportation through FTA, applicable Indiana Codes, and the Ordinances and regulations established by the Indianapolis, Marion County City Council as well as its Board of Directors.

Overview:

IPTC provides a variety of employee benefits to its workforce. While the majority of IPTC employees are members of the Amalgamated Transit Union Local 1070 and the types and costs of benefits are negotiable per the collective bargaining agreement, IPTC realizes the importance of wellness and health of its team has an operational and financial impact.

In the past couple of years, IPTC has taken progressive strides in creating a healthier workforce. The first step was building an on-site clinic staffed with a nurse practitioner and medical assistant. Employees can use the clinic for a variety of reasons, most notably occupational health and immediate care. In addition to the clinic, IPTC created a wellness program and it is even outlined in the current collective bargaining agreement. With new programs encouraging health maintenance, personal responsibility and financial relief, the corporation is realizing decreasing loss ratios over prior years.

The focus on wellness and smarter consumerism now enables the corporation to review more competitive proposals from Dental providers and lower the financial impact on its operating budget.

IPTC is releasing additional RFPs for medical, dental, vision, and life insurance on September 13, 2011 as well as formal solicitations for the on-site clinic, wellness program and occupational health to follow at a later time.

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

Bidding Carriers must submit one original proposal with appropriate seals and signatures and 6 copies of proposal to Melissa Halinski (address below). 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 September 27, 2011.** Proposals should be labeled with “**RFP 11-8-331 Group Long Term and Short Term Disability**” and sent to the attention of:

Mike Reynolds
IPTC Director of Procurement
1501 W. Washington Street
Indianapolis, IN 46222

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 Meeting:

There will not be a pre-proposal meeting for this procurement.

Section 1.4 Term of Engagement:

IPTC is seeking proposals for a two year plan for Short and Long Term Disability. If a third year is a viable option, IPTC will also evaluate that option.

Section 1.5 History of the Service:

IPTC is currently contracted with Harford Life Insurance Company for these services.

Section 1.6 Purpose / Objective:

IPTC is currently seeking proposals from qualified providers for a fully insured short and long term disability insurance proposal.

Section 1.7 Scope of Work:

- A. The successful carrier will assist IPTC and paid consultant in evaluating claims experience as well as plan design options for the purpose of making an informed decision. The client would then like to compare these options so they can determine the best options for the corporation.

- B. Process disability claims accurately and timely. . Proposed vendor will be responsible for meeting with group and paid consultant on an as needed basis for review.
- C. Provide an actuarial analysis of claims as requested or needed.
- D. Provide an analysis of potential costs to the company as well as the members, of making a change based on claims experience impact on rates as requested by IPTC.
- E. Maintain records of the financial and claims experience, condition and progress of clients plan.
- F. Provide a detailed summary for the human resource staff of all added features your company offers it's disability clients and their members. For example, EAP programs, Travel Assist, online enrollment tools, etc.. and be prepared to discuss with human resources, the benefits committee and their paid consultant.
- G. Please provide a list of the personnel that would be available for mandatory quarterly claims review meetings with clients benefit committee. Proposed carrier will be responsible for staffing such meetings as well as for providing all communication pieces either electronically or in paper form as requested by IPTC to both IPTC and their paid consultant.
- H. Please provide a contact list as well as an understanding of what individuals would be involved in the day to day activities servicing the client. Carrier would then responsible for communicating any staffing changes or responsibility changes to both IPTC and their paid consultant. Service contacts would need to make themselves available to meet with either IPTC, their benefits committee or their paid consultant on an as needed basis.
- I. Provide electronic monthly claims overview to client and consultant and be prepared to meet with the group, their benefits committee, their wellness committee or their paid consultant on an as needed basis.
- J. Provide client with experienced account management team for day to day service, billing & enrollment and quarterly/renewal meetings. Proposed carrier would be responsible for communicating any changes to personnel as well as have a leadership individual or team for IPTC for the purpose of discussing any claim, service or communication issues to IPTC, their benefits committee and their paid consultant.
- K. Assist Clients HR Department and Benefits Director with carrier collateral employee educational material. Give advice and recommendations on plan design, utilization recommendations / concerns as well as cost containment strategies when necessary and appropriate.

Section 1.7.1 Current LTD/STD Plan Benefits:

Long Term Disability Benefits:
Class Description(s)

<p>Class 1:</p> <p>All Active Full-time Salaried Employees Full Time Eligibility: 30 hours per week</p>	<p>Class 2:</p> <p>All Active Full-time Hourly Employees Full Time Eligibility: 30 hours per week</p>
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Plan Specifics

Feature	Description
Benefit Percentage	60%
Maximum Monthly Benefit	Class 1 - \$5,000 Class 2 - \$3,000
Minimum Monthly Benefit	Greater of \$100 or 10%
Elimination Period	180 Days
Benefit Duration	ADEA 1 with Social Security Normal Retirement Age
Definition of Disability	2 Years Own Occupation
Return to Work Incentives Apply	Yes
Integration Method	Direct
Social Security Offset	Family
Pre-Existing Condition Limitation	Look-back/Treatment-free/Insured 3/3/12 months
Takeover Provision	No Loss/No Gain
Mental Illness Limitation	24 Month Outpatient
Substance Abuse Limitation	24 Month Outpatient
Family Care Credit	Included
Workplace Modification Benefit	Included
Rehabilitation Participation Requirements	Included
Recommended Treatment Requirements	Included
Survivor income Benefit Option	3 Times Last Monthly Gross Benefit

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Employ Participates in Worker's Compensation	Yes
Employee Contribution	Non-Contributory
Participation Requirement	100% of Eligible Employees
FICA match Service	Included
Initial Rate Guarantee Period	3 Years

Rate Summary

Coverage Category/Class	No. of Lives	Rate Basis	Volume	Monthly Premiums
LTD/Composite	483	\$0.51 Per \$100 of covered salary	1,569,154.25	\$8,002.69

Short Term Disability Benefits:
Class Description(s)

<p>Class 1:</p> <p>All Active Full-time Salaried Employees Full Time Eligibility: 30 hours per week</p>	<p>Class 2:</p> <p>All Active Full-time Hourly Employees Full Time Eligibility: 30 hours per week</p>
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Plan Specifics

Feature	Description
Plan Type	Fully Insured
Benefit Schedule	70% of Weekly Earnings
Maximum Benefit Amount	\$300 Weekly
Minimum Weekly Benefit	Flat \$25
Day Injury Benefit Commences	1 st Day
Day Sickness benefit Commences	8 th day
Benefit Duration	26 Weeks
First Day of Disability	Not Included
Definition of Disability	Includes Disabled and Working Disability Benefit
Disabled and Working Benefit Formula	Standard
Benefit Commencement Option	Included (can satisfy benefit commence period with days of total of disabled and working)
Coverage Basis	Non-Occupational
Coverage Continuation During Family Medical Leave	Included
Employer Participates in Worker's Compensation	Yes
Offset Salary Continuation/Sick Leave	Dollar for Dollar
Employee Contribution	Non-Contributory
Initial Rate Guarantee Period	2 years
Participation Requirement	100% of Eligible Employees
FICA Match Service	Not Included

Rate Summary

Coverage Category/Class	No. of Lives	Rate Basis	Volume	Monthly Premiums
STD/Composite	483	\$1.16 per \$10 of Weekly Benefit	120,750	\$14,007.00

Section 1.8 Bonds, Insurance, and Special Requirements

There are no bonds or Insurance required to bid on this procurement.

Section 1.9 Evaluation

1.9.1 Evaluation Process:

This is a Best Value Procurement where IPTC reserves the right to select the most advantageous offer by evaluating and comparing all factors as listed in evaluation criteria below. IPTC will appoint an evaluation team consisting of both represented and non-represented IPTC employees. IPTC's agent will not be a voting member of this team, but will act as an advisor. Each member of the team will be given a copy of the proposals found to be responsive and responsible, and the RFP. The team will be instructed to evaluate each proposal against the RFP evaluation criteria.

Responsibilities of the selected carrier will include those considered normally accepted standards of service for the industry. The Insurance Contract and Certificate of Coverage will provide the guidance for service. Carrier selection criterion will give strict attention to the Insurance Contract, and the strength of the contract language with regard to exclusions and limitations of coverage.

1.9.2 Evaluation Criteria:

Evaluation Criteria are listed in order of the weight assigned to each criterion, with total cost as the highest weight.

1) Total Cost for Services Requested

Recognizing that IPTC's budget constraints are established by funding resources, carrier proposals will be evaluated with price for services/products and programs as a major consideration point. Proposal costs will be evaluated on total annual premium.

2) Contractual Benefits & Administrative Flexibility

Please provide comprehensive administrative information outlining all limitations and exclusions, and the ability of the carrier to allow on-line enrollment, eligibility tracking, access to claims status, ability to submit bulk updates via electronic files, etc. Include other value added services such as employee on-line accessibility, wellness, disease management programs, consumer driven

healthcare tools etc. Proposed carrier will complete the enclosed disability checklist and will be prepared to discuss the differences in claims processing between their model and the incumbent (Hartford).

3) Implementation Process, timeline and guarantees

With 500 employees, it is important for the company to feel comfortable that the prospective providers will have adequate staffing and support in place to facilitate a smooth seamless transition. In addition, the prospective provider will be given special consideration if they are willing to provide performance guarantees.

4) References and Retention

Please provide at least three references from similarly sized clients, either from municipalities or other government entities. Provide complete client information including company executive contact names, email addresses and phone numbers. Please provide retention rates for fully insured clients for the past five years. The company is very sensitive to the possibility having either poor customer service or gaps in service during implementation or terrible renewal increases because the group was not underwritten properly.

Section 1.10 Federal Participation:

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.

Group Long Term and Short Term Disability Rate Submission Form

Proposed Match to IPTC Current (2011) LTD & STD Plan (Submission Required)

Current Carrier: Harford

_____ submits the following rates for the IPTC Group
(Company Name)

Long Term Disability

Category	Composite Rate		Number Enrolled		Monthly Cost	Annual Cost	2 Year Cost	3 Year Cost *
Employee Only		X		=				
Employee + One		X		=				
Employee + Family		X		=				
TOTALS								

Short Term Disability

Category	Composite Rate		Number Enrolled		Monthly Cost	Annual Cost	2 Year Cost	3 Year Cost *
Employee Only		X		=				
Employee + One		X		=				
Employee + Family		X		=				
TOTALS								

* If Available

The rates submitted are for the contract year commencing January 1, 2012, and ending December 31, 2013. Optional Coverage quoted to December 31, 2014.

(Authorized Representative Signature)

(Date)

(Printed Name)

(Title)

Group Long Term and Short Term Disability Rate Submission Form

Proposed Optional LTD & STD Plan (Submission optional)

Current Carrier: Hartford

_____ submits the following rates for the IPTC Group
(Company Name)

Long Term Disability

Category	Composite Rate		Number Enrolled		Monthly Cost	Annual Cost	2 Year Cost	3 Year Cost *
Employee Only		X		=				
Employee + One		X		=				
Employee + Family		X		=				
TOTALS								

Short Term Disability

Category	Composite Rate		Number Enrolled		Monthly Cost	Annual Cost	2 Year Cost	3 Year Cost *
Employee Only		X		=				
Employee + One		X		=				
Employee + Family		X		=				
TOTALS								

* If Available

The rates submitted are for the contract year commencing January 1, 2012, and ending December 31, 2013. Optional Coverage quoted to December 31, 2014.

(Authorized Representative Signature)

(Date)

(Printed Name)

(Title)

SECTION 2 Carrier Instructions

Section 2.0 Carrier Instructions

2.1 Notice to Carrier

Carriers 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.

1. All certifications contained in the package completed and submitted with Proposal.
2. Clear and well-defined rates for to maintain current coverage and requested options, and for any for additionally submitted options. (on Rate Submission Forms at the end of Section 1)
3. List of references (three to five firms of similar size with similar coverage, please include contact information, email)
4. Certificate of Coverage for Benefit Plan(s) proposed
5. Provider Network Listing
6. A detailed account of the technology and systems that will be provided to support Human Resources.
7. Provide a detailed description of available online tools provided to covered members.
8. Provide a list of the resource team that will be assigned to support IPTC.
9. Provide a sample copy of an electronic monthly claims overview.
10. Provide a comprehensive implementation plan

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.

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

2.4 Carrier Warrants and Sub-Contractor Restrictions

Carrier 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.

Carrier 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 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 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 Carrier 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

Carrier 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 Carrier, said Carrier 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 implicit 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 A 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.

2.9 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.

2.10 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 appropriate blanks of the document and sign in the appropriate area.

2.11 Failure to Supply

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

2.12 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 - Carrier Instructions.

CHECKLIST FOR PROPOSAL

RFP #11-8-331 Group Long Term and Short Term Disability

(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.

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

Did you have any exceptions to the General Contract Yes ___ No ___ Initials ___?

If yes, include exceptions in a separate envelope marked "Contract Specialist"

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, include exceptions in a separate envelope marked "Contract Specialist"

Certificate Items Required To Be Returned

- _____ Proposal Check List
- _____ Acknowledgment of Addendums
- _____ Proposal (1 original, 6 copies)
- _____ Certificate of Procurement Integrity
- _____ Certificate of Restriction on Lobbying
- _____ DBE Participation form (Use N/A if Carrier has no DBE participation)
- _____ DBE Good Faith Effort form (Use N/A if Carrier has no DBE participation)
- _____ Certificate Regarding Debarment
- _____ Affidavit of Non-collusion
- _____ DOT Asst Contracts Bidders List Cert.
- _____ References with contact information
- _____ Completed Rate Submission Forms (End of Section 1)
- _____ Certificate of Coverage for Benefit Plan(s) proposed
- _____ Provider Network Listing
- _____ Description of tools for HR department
- _____ Description of online tools for plan members
- _____ List of the resource team assigned for support
- _____ Sample copy of monthly claims overview
- _____ A comprehensive implementation plan

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 can 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

**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 423) 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.

<u>DBE Name and Address</u>	<u>Description of Work</u>	<u>Percent of Dollar Amount of Total Contract Work</u>

(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.

Date Firm and Contact Person Area of Expertise

1) _____

Response

Date Firm and Contact Person Area of Expertise

2) _____

Response

Date Firm and Contact Person Area of Expertise

3) _____

Response

Signature of Authorized Company Official

Date

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 its instructions.

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

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

Executed this _____ day of _____, 20____

By: _____
(Signature of Authorized Official)

(Title of Authorized Official)

**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
ACKNOWLEDGMENT OF ADDENDUM
(Must be returned with your Offer)**

RFP #11-8-331 Group Long Term and Short Term Disability

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: _____

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)

AFFIDAVIT OF NON-COLLUSION

The undersigned, having submitted a bid, quote, or proposal for RFP #11-8-331 Group Long Term and Short Term Disability 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

DOT ASSISTED CONTRACTS BIDDERS LIST
[49 CFR, Part 26]

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

Firm

Name: _____

Address: _____

Firm Phone: (____) _____ Firm Fax: (____) _____

General Classification of firm by quantity of employees

- Less Than 10 11 – 50 51 – 100 101 – 500
- 501 – 1000 1001 – 5000 More than 5000

General Classification of Firm in Age of Existence

- 0 – 5 years 6 – 10 year's 11 – 50 years Over 50 years

General Classification by Type

- Firm is a Small Business Firm is a certified DBE
- Firm is a certified WBE Firm is a certified MBE
- Firm is not one of the above.

General Classification by Annual Gross Income

- the approximate annual gross income for this firm is less than \$100,000
- the approximate annual gross income for this firm is \$100,000 - \$250,000
- the approximate annual gross income for this firm is \$250,001 - \$500,000
- the approximate annual gross income for this firm is \$500,001 - \$1M
- the approximate annual gross income for this firm is \$1M - \$5M
- the approximate annual gross income for this firm is greater than \$5M

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

Signature

Printed Name

Date

SECTION 3

Required Federal Clauses and IPTC Clauses

No Government Obligation to Third Parties

(1) IPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to IPTC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. 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, it 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, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the 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.

(3) 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 clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records - The following access to records requirements apply to this Contract:

Where IPTC 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-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide IPTC, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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 IPTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

Federal Changes

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

Civil Rights

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Incorporation of Federal Transit Administration (FTA) Terms –

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 which would cause IPTC to be in violation of the FTA terms and conditions.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination

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 Provisions applicable to contracts > \$10,000

a. 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 Government's best interest. The Contractor shall be paid its costs, including contract close-out 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.

b. 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, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, IPTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by 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 of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) IPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to IPTC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from IPTC setting forth the nature of said breach or default, IPTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude IPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. 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.

e. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the 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 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 or 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 IPTC.

f. Termination for Convenience of Default (Cost-Type Contracts) IPTC may terminate this contract, or any portion of it, by serving a 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 the (Recipient). If the termination is for default, the 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 the termination 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 new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **IPTC** If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **IPTC**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contract Termination, Debarment

A breach of the contract clauses in **29 CFR 5.5** may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in **29 CFR 5.12**.

Dispute Resolution > \$100,000

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative

of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), 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 any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages 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 (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

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 (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded 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.

Lobbying:

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 the 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 and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of IPTC, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall 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 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to IPTC.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of IPTC, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of IPTC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

Clean Air/Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to IPTC and understands and agrees that IPTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. IPTC has set an overall corporate DBE participation goal of 8% DBE for the combined total of all contracts and has set a separate DBE participation goal of 5% DBE for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as IPTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a specific goal has been established for this procurement, Bidders / offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with bid.

1. The names and addresses of DBE firms that will participate in this contract
2. A description of the work each DBE will perform
3. The dollar amount of the participation of each DBE firm participating
4. Written documentation of the bidder / offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment
6. If the contract DBE goal is not achieved, demonstration of good faith efforts to do so is required.

Bidders/Offerors must present the information required above with initial proposals (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from IPTC. In addition, the contractor must not hold retainage after acceptance of the subcontractor's work by IPTC and contractor's receipt of payment related to the subcontractor's work.

e. The contractor must promptly notify IPTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of

IPTC.

All Bidders should be aware of the following Regarding IPTC's DBE Program:

- IPTC does not use set-asides or quotas to reach DBE goals
- Bidders are expected to comply with additional requirements relating to DBE participation in other sections of this Invitation for Bids (IFB) as well as provisions delineated in the IPTC General Contract Provisions (Article 243 – Disadvantaged Business Enterprise Participation).
- INDOT maintains and updates the DBE directory quarterly.
- Directory made available to potential prime contractors.
- DBE from a state other than Indiana must be registered with Indiana in order for the DBE participation to count towards IPTC's goals.

Contractor unable to meet goal when bidding must provide written proof of Good Faith Effort. This documentation should be submitted to Michael Reynolds (IPTC DBE Officer), and must address the following:

- Solicited through all reasonable and available means
- Advertised in general circulation and trade association media the sub-contracting opportunities
- Contacted DBEs to determine if interested
- Selected portions of work to be performed by DBE
- Provided interested DBEs with adequate information about contract specs, etc.
- Negotiated in good faith with interested DBEs
- Offered interested DBEs assistance in obtaining bonding, lines of credit, insurance, equipment, supplies, materials, etc.
- Utilized available minority community organizations, contractor groups, local, state and federal DBE assistance offices, and other organizations in the recruitment and placement of DBEs

The Bidder will be required to submit monthly reports on progress towards meeting its DBE goal. The report must be completed, and be an accurate reflection of the committed amount and the actual amount spent/paid to the DBE firm(s). The DBE Spend report template is attached.

Prompt payment mechanisms established by IPTC for DBEs

- Prime to pay DBE sub within 5 days of receiving payment from IPTC
- Prime to return retainer within 30 days of completion of sub's work
- Prime is required to include prompt payment language in sub contract
- Failure to carry out prompt payment is considered breach of contract; IPTC will not reimburse prime for work performed by sub unless and until the prime ensures the sub is promptly paid, IPTC will not award future contracts to prime who refuse to pay promptly

For Questions please contact:
Michael Reynolds, DBE Liaison Officer
Indianapolis Public Transportation Corporation
1501 W Washington St.
317-614-9252, mreynolds@indygo.net

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.

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 of Work to emphasize requirements.

RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Federal Participation > \$500,000.00

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

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):

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).

IPTC solicits responses for construction, equipment, and/or services according to the following General Specifications and/or Technical Specifications that generally apply to the product or service requested. The Technical Specifications, and any applicable Special services, will be found in the Statement of Work (Section 1) of this RFP.

Bid and Contract Procedure

IPTC reserves the right, when necessary, to postpone the times at which Bid Offers are scheduled to be received and opened, and to amend the Solicitation scope of work. Prompt notification of such postponement or amendment shall be given by IPTC to all prospective bidders 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.

Where manufacturers, brands, names, model numbers, processes, or other specific items are mentioned in the Scope of Work (Section 1), the words, "Or approved equal" shall be deemed to follow. All items must be furnished as specified unless a responder requests and receives permission to substitute an approved equal. Each request must be made in writing and received at the IPTC Purchasing Department offices during business hours, not less than five (5) working days before the date upon which the submissions are to be opened. Each request is to be accompanied by such samples, technical data, test results, or other information as necessary to demonstrate that the substitute requested is equal to or better than the item that is specified in the Statement

of Work. IPTC will give prompt written notice of its response to each submitted request. The decision of IPTC as to the acceptability or non-acceptability of the requested substitution will be at its sole discretion and shall be final and non-arbitral.

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.

If procurement is an IFB, all submissions received on time will be recorded and witnessed during a public opening of the offer in accordance with the location, date, and time listed herein. If procurement is an RFP, further evaluation will be conducted as per the RFP evaluation criteria. No Bid Offer may be withdrawn after being stamped as received. 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 offer 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.

Subcontracts:

The contractor or subcontractor shall insert in any subcontracts the clauses contained in **29 CFR 5.5(a)(1) through (10)** and such other clauses as the Federal transit Administration may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in **29 CFR 5.5**.

Liquidated Damages:

It is hereby agreed by IPTC that time is of the essence of this Agreement. The contractor shall supply the said supplies, materials, equipment, and/or service in conformance with these General Specifications, and any and all Special and/or Technical Specifications detailed in the Scope of Work (Section 1) of this solicitation.

In the event that the supplies, materials, equipment, and/or services are not delivered or performed by the contractor, a liquidated damage provision in the sum of the difference in cost plus an administrative fee, for IPTC to procure the items or service from the next most desired respondent will be assessed. However any delay in compliance with the terms and conditions of any award or contract resultant from an award shall not result in

liquidated damage if such delay is beyond the control of the contractor.

Definitions of delays beyond the control of the contractor:

Delays can include, but are not limited to, Acts of God; Acts of the Federal Government; Acts of the State Government; Acts of a Municipal Governmental Agency; or acts of war by a foreign power. Also beyond the control of the contractor are guarantee restrictions and strikes by labor forces. In every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

If delays are caused by the default of a subcontractor, the assessment of damages against the contractor shall apply.

Time and Consideration

Failure to conform to the contractual delivery schedule for goods or services will be cause for IPTC to terminate the contract for default if IPTC chooses to do so. If such failure is deemed to be caused by contractor negligence, the liquidated damages clause of the contract may be applied.

All disputes that might arise under this contract may not be viewed as cause for termination which, if they cannot be resolved between the contractor and IPTC, will be handled through compulsory arbitration by a mutually acceptable arbiter. All contracts in excess of One Hundred Thousand Dollars (\$100000) shall contain provisions for dispute resolution and contractual requirements and conditions governing the legal remedies in contracts where a breach or violation of contract terms occurs. All provisions pertaining to contract dispute resolution found in FTA **Circular 4220.1F** are subject to applicability and execution in this contract. **49 CFR Part 18** also applies. Both **FTA Circular 4220.1F and 49 CFR Part 18** are hereby included in the contract by reference.

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 requirement:

- 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 bid response without the written approval of IPTC.

Price

IPTC shall pay to the contractor the price(s) stated in the contractors' bid or alternate bid 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.

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.

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.

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.

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.

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, or 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.

Interest of Public Officials

No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of the contract or to any benefit arising therefrom. No member, officer, or employee of 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 certified compliance with same.

Indiana E-Verify Legislation

Indiana Governor Mitch Daniels signed immigration legislation (SEA 590) into law on May 10, 2011, and the bill significantly affects both public and private employers.

Effective, July 1, 2011, government agencies and vendors providing services to government agencies will be required by law to utilize E-Verify for the purposes of determining the employment eligibility status of all new employees. Please find below a summary of how the new bill will affect public agencies:

- State agencies and local governments cannot award a grant of more than \$1,000 to a business unless they sign and show documentation that the business is enrolled and participating in the E-Verify program.
- The law authorizes state agencies or local governments to terminate a public contract without penalty if the contractor knowingly employs illegal immigrants. If subcontractors are employed under a public contract, the subcontractor must certify to the contractor that it uses E-Verify and does not knowingly employ illegal immigrants.
- An agency or political subdivision must verify the eligibility of individuals older than 18 who apply for federal, state or local public benefits, such as health-care services, college scholarships, grants and financial aid.
- The law requires the Indiana Department of Workforce Development (DWD) to verify citizenship before determining eligibility for unemployment benefits, and authorizes DWD to file civil action to recoup unemployment benefits from employers who knowingly employ illegal aliens.

Please note that private employers are not subject to utilizing E-Verify to determine the employment eligibility status of all new hires effective July 1, 2011, although the following guidelines subject to the same requirement, although the law grants some legal protection to companies who voluntarily elect to do so:

- The law authorizes state agencies or local governments to terminate a public contract without penalty if the contractor knowingly employs illegal immigrants. If subcontractors are employed under a public contract, the subcontractor must certify to the contractor that it uses E-Verify and does not knowingly employ illegal immigrants.
- The law prohibits business owners in Indiana who knowingly hire illegal immigrants from deducting expenses associated with that employee in the calculation of their state income taxes, but a safe harbor is provided to employers who enroll and verify new employee data through the E-verify program.
- The law establishes penalties for someone who knowingly or intentionally transports, conceals, harbors or shields from detection an illegal immigrant for commercial or private financial gain.
- Under the law, the State may sue employers, who do not use E-Verify, to recover unemployment insurance benefits paid to a worker employed on or after July 1, 2011, who the employer knew was not authorized to work in the U.S. If the State prevails in this civil action, it also may recover reasonable attorneys' fees and costs. This law also includes adverse tax consequences for employers of illegal aliens, if the employers are not using E-Verify.

For more information, see: <http://www.ebiinc.com/everify-indiana.html#ixzz1SYb4zqhe>
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

Any contract entered into by Indianapolis Public Transportation Corporation shall be defined by the law of the State of Indiana or Local ordinances and Codes of Marion County, State of Indiana. Any dispute shall be tried in a court of competent jurisdiction of Marion County of the State of Indiana. All procurements shall be governed by the applicable regulations of the FTA, the United States Code, or the State and Local law.

BID Protest Procedure

The “Bid Protest procedure” detailed below is an integral part of the IPTC procurement policies. It is provided to ensure fairness to all prospective vendors desiring to compete for business from IPTC and to prepare a response to any solicitation in which IPTC specifies requirements for equipment, material, services, or goods.

General:

Protest(s) will only be accepted by IPTC’s Purchasing 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:

1. Business Name, Protestor name, Business Address, and Business phone number.
2. Identification of the solicitation in protest by number.
3. A detailed statement of the legal and/or functional ground under protest, including copiers of the relevant documents.
4. 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 Bid Protest Procedure, the following definitions apply:

1. Days refer to working days of the Federal Government.
2. File or submit refers to the date of receipt by IPTC or the FTA, as the case may be.
3. Interested Party means an actual or prospective bidder or Offeror, whose direct

economic interest would be affected by a reward of, or a refusal to award, a contract.

4. Bid includes the term “offer” as used in the context of negotiated procurements as well as the terms “Proposal”, “Submission”, or other terms generally recognized to apply to a formal submission to a request by a business 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 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 or the City, State, or Federal government.

In the event a determination is made that the award is to be made during the five day period, or during the pendency of a protest, the Director of Procurement shall furnish written notification to FTA of the intent to award prior to the award. 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 such decision being 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, 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 local or Federal regulatory agencies. Any protest involving other matters should be filed in accordance 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 procedure 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 when 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 FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to IPTC.

Protest filed with the FTA must:

1. Include the name and address of the protestor.
2. Identify IPTC, the project number (if applicable), and the number of the contract solicitation.
3. 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.
4. 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:

1. A copy of the IPTC Protest Procedure
2. A description of the process followed concerning the protestor's protest; and
3. 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 timely filed 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 FTA, during the pendency of that protest, unless IPTC determines that:

1. The items procured are urgently needed, or;
2. Delivery or performance will be unduly delayed by failure to make an award promptly, or;
3. Failure to make an award will cause an undue 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 or a conference among the parties, or will render a decision on the protest.

Attachment "A"
General Contract

Attachment "B"
Quote Form