



RFP #2024-08-16
Workforce Connectors Operations & Maintenance
Request For Proposals

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Introduction

This section provides basic information to introduce vendors to the solicitation.

What is CIRTA?

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

CIRTA is governed by a 17-member board with representation appointed from elected leaders in the ten counties as well as municipalities, the Governor of Indiana, and the labor organization for Indianapolis Public Transportation Corporation employees.

What does CIRTA do?

CIRTA's core programs are:

- Commuter Connect (carpool, transit benefits, and guaranteed rides home),
- Workforce Connect (bus services connecting people to jobs), and
- County Connect (capacity building for public and special transportation services throughout Central Indiana).

What is this RFP for?

CIRTA is seeking through this Request for Proposals (RFP) turnkey operations and maintenance of two Workforce Connectors bus routes serving the communities of Plainfield and Whitestown, Indiana. Each Workforce Connector route is primarily funded by an Economic Improvement District (EID), which collects special assessments from property owners within the district's boundaries. CIRTA will continue to market the service, provide customer service, and handle all stakeholder relationships. There is no DBE goal set for this project.

When are proposals due?

All Technical and Price Proposals must be electronically submitted to ameyer@cirta.us by 10:00 AM (EST) on September 13, 2024. Proposals received after the due date and time will not be considered. A virtual pre-proposal conference will be held at 10:00 AM (EST) on August 22, 2024 ([Microsoft Teams Meeting](#)). Additional details and proposal requirements are described in subsequent sections of this document.

Statement of Work

Service Description

The current Workforce Connectors run as two separate fixed routes on separate fixed schedules (see *Attachment 1 – Workforce Connectors Schedules and Brochures*). The services rely upon the Indianapolis public transit system (“IndyGo”) to transport riders to either the Julia M. Carson Transit center in downtown Indianapolis or to transfer points close to the relevant county boundary. Both existing schedules have been subject only to minor changes since the services were first implemented.

Existing customers have expressed a preference for transferring to the Workforce Connectors from the Julia M. Carson Transit Center in downtown Indianapolis rather than the other connection points with IndyGo bus service. The existing express trips from the downtown transit center experience higher ridership compared to other trips throughout the schedule.

In short, proposers may submit schedules that maximize access to the downtown transit center throughout the day, thus reducing overall travel times from other parts of Central Indiana. However, a revised schedule is not required.

Proposers should base their responses on the existing service hours and days of the week, but CIRTAs reserves the right to increase or decrease service based on ridership and available funding. A reduction in cost could provide opportunities to increase the hours and days of service or add a second vehicle to either route. Previous reductions in hours and days of service resulted in reduced ridership (see *Attachment 2 – Workforce Connectors Study*).

During the initial term of this agreement, the service may change to demand response (see *Attachment 2 – Workforce Connectors Study*). This service change is pending approval of each EID and is not guaranteed to occur within the proposed contract term.

Contract Term

The term of the resulting contract for each Workforce Connector – one contract for Plainfield and one contract for Whitestown -- shall be three years with two, one-year renewal options. Renewals for either contract are not guaranteed. Each year of service is subject to annual appropriations from each EID. CIRTAs reserves the right to cancel either contract if the corresponding appropriations do not occur.

Customer Fares

Workforce Connectors are currently free to ride as of January 2024. Prior to this change, CIRTAs was responsible for setting and changing the fare structure, and will determine if fares resume during the term of the contract resulting from this RFP.

The following information is provided should CIRTAs decide to resume fares during the contract term.

Should fares resume, the Vendor(s) providing the transportation service is/are responsible for collecting the appropriate fare from Workforce Connector passengers, previously set at \$1 each way. CIRTAs reserves the right to approve or modify the procedures and processes for collecting fares.

Fares can be paid by cash or ticket. Other fare options or fare media may be developed at a later time in coordination with IndyGo. Fares collected must be reconciled daily to the trip numbers and ridership totals.

Any fare management process must include but not be limited to:

- Tickets and cash reconciliation will match total passengers with the various payment methods utilized to ensure the accuracy of the revenue collected.
- The Vendor(s) will retain cash collected and the value of such collections will be deducted from the monthly invoice.
- Vendors will be familiar with and will follow existing fare policies.

The following requirements also apply to the collection of cash fares:

- There are currently no cash receptacles or fare boxes on Workforce Connector vehicles.
- Collection and security of any receipts of cash and/or other fare media are the responsibility of the vendor(s).
- Vendors currently collect fares manually.
- Vendors do not make change for customers.
- Payments for 10-trip passes are collected with fares, and documented separately.
- The vendor will record and/or verify the type of fare received or presented for each passenger at the time of pickup and through dispatch as necessary.
- CIRTAs reserves the right to audit and inspect the Vendor(s) revenue collection and verification process, including requiring changes in the process as CIRTAs determines to be appropriate.
- All riders must pay fares or use approved fare media.

Bus Stop Infrastructure

CIRTAs installs and maintains bus stop signage for both routes. The Plainfield EID has installed and performs cleaning and maintenance of the bus stop shelters on that route. No shelters are installed on the Whitestown route. CIRTAs is responsible for posting customer information at all bus stops.

Vehicles

The current contract specifies the use of 24-passenger wheelchair-accessible vehicles. Proposers should provide flexible vehicle options that meet the needs of current ridership and potential ridership growth.

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Stakeholders have expressed a strong interest in reducing operational costs, and the Workforce Connectors Study indicated using smaller vehicles as one method for achieving that outcome by avoiding Commercial Driver's License (CDL) requirements.

The Plainfield EID purchased a bicycle rack that is currently installed on the Connector vehicle. The Whitestown EID has not purchased a bicycle rack yet, but has expressed interest. The Vendor will be responsible for installing bicycle racks on their vehicles.

All vehicles used for this service shall display CIRTAs approved branding.

All vehicles used for this service shall meet ADA compliance regulations as defined in CFR 49. Vendor shall provide ADA accessibility (all services) on demand, unless access for both disabled and non-disabled is unavailable due to vehicle capacity constraints.

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

Vehicle Maintenance

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

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

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

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The vendor shall properly maintain all transit vehicles including a clean interior, a clean exterior, sufficient fuel for the day's schedule, routine maintenance, state inspections, and any other maintenance to keep the buses clean and in working order. Each driver shall perform a pre-trip and post-trip inspection and record the results on a vehicle inspection log. All fluid levels of each vehicle must be checked daily and refilled as necessary. All exterior and interior lights are to be inspected and replaced as required. Each vehicle shall be free of exterior and interior damages (e.g., dents, torn upholstery, worn flooring) at all times. The vendor shall be required to maintain the interior and exterior paint, including spot painting, replacement of decals provided at CIRTAs expense (except when specified elsewhere), and when necessary, painting the entire vehicle. Paints used shall be compatible with the existing finish. All overspray shall be removed after any bodywork or touch-up painting is completed.

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

Bonds, Insurance, and Special Requirements

There are no bonds required for this RFP.

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

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

The vendor's insurance coverage must meet the following additional requirements:

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

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

Federal Participation

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

Reserved Right

CIRT A 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 email to their last known address. If such action is taken by CIRT A, no vendor will have a claim for recompense.

Operational Policies

Inclement Weather

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

Stop Policy

- Workforce Connectors are fixed-schedule, fixed-route services with pre-defined stops. Except as instructed by CIRT A, the vendor will not drop off or pick up passengers at any locations other than a predefined stop unless CIRT A directs changes to the service.

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- Connector vehicles are required to stop at all the stops if requested by a customer, or if a customer is waiting at the stop.
- Drivers are required to announce all stops.
- Drivers are required to assist customers requiring special assistance as per the Americans with Disabilities Act (ADA), and to be adequately trained on all vehicle equipment pertaining to accessibility.

Vehicle Dead Time Policy

- Providers are encouraged to find solutions to reduce deadhead hours.
- CIRTAs may also provide, at its discretion and upon request, a list of acceptable locations where Vendor's vehicles may be parked when non-revenue time does not permit an efficient use or return of the vehicle to the Vendor's operations center. These locations may include but are not limited to publicly owned facilities such as park & rides and transit centers.
- Workforce Connector vehicles with CIRTAs branding should not be stopped at locations during vehicle dead time that may reflect poorly upon CIRTAs public image. These locations include, but are not limited to:
 - Any location outside the CIRTAs service area
 - Adult entertainment establishments, bars, liquor stores, gambling establishments, including racetracks
 - Any location that may result in disturbing a residential area
 - Any location that may unnecessarily expose the vehicle to risk

Customer Relations

Customer Relations Services

- CIRTAs maintains a central call center that handles inquiries relevant to Workforce Connectors during normal business hours (8 am to 5 pm), Monday through Friday. Customer service inquiries occurring outside of normal business hours but during Connector operational windows should be managed by the Vendor.
- Vendor(s) must establish and maintain acceptable standards of customer service and customer relations for each type of service provided.
- Vendor(s) customer service or customer relations personnel, policies, operational procedures, and employee training programs will ensure compliance with the policies, requirements, and standards established by the ADA, FTA, other federal, state and local regulatory agencies, and/or CIRTAs.
- Vendor(s) staff may participate from time to time in CIRTAs special programs that affect Workforce Connector policy and/or services.
- Vendor(s) will supply a list of contacts for dispatch and maintenance so CIRTAs customer service can reach out with any questions. This would include staffing for all applicable shifts and weekends when the service is operating.

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Customer Information

CIRTA provides up-to-date timely information relevant to current Workforce Connector services to be communicated via the CIRTA customer information system, e.g. “Due to snow, all scheduled Workforce Connector trips may be subject to delays up to XX minutes.”

- The Vendor(s) will convey CIRTA provided communications to customers as soon as possible in the manner requested.
- Vendors will ensure that copies of written material will be posted on Workforce Connector vehicles or given to customers no later than the day following its receipt and will be displayed for a minimum of seven (7) consecutive days.

Data Administration and Reporting

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

Customer Data Requirements

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

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

Vehicle Data Requirements

Vendor will prepare and maintain vehicle data including but not limited to:

- Vehicle service data and vehicle maintenance data adequate to document compliance with the maintenance and safety standards herein
- Vehicle service and maintenance data adequate to meet and/or support reporting requirements established by the ADA, FTA, other governmental agencies and CIRTA. Vendor shall turn over all vehicle maintenance data to CIRTA upon request and/or at such time vehicles are removed from service and/or at the conclusion of the contract.

Other Data Requirements

- Vendor will prepare and maintain all data sufficient to meet and or support the National Transit Database (NTD) reporting requirements.
- CIRTA reserves the right to amend the data management requirements to meet any regulatory and/or business needs that may arise.

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- Monthly NTD data will be provided to CIRT A by the 5th of the month for the previous month's data
- Annual NTD data will be provided to CIRT A by February 15 for the previous year's data

Confidentiality

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

Reporting Requirements

Ridership Requirements: The vendor will prepare weekly ridership reports in Excel format. Weekly ridership reports will be provided the following Monday by the end of the day. Weekly ridership reports will include but are not limited to:

- Daily ridership by run, including number of cash fares and number of passes redeemed
- Boardings and alightings by stop

Vehicle Report Requirements: The vendor will prepare and provide vehicle operating reports monthly in Excel format, including but not limited to:

- Total vehicle miles
- Total vehicle hours
- Fuel consumption per vehicle; (Note: The vendor will include fuel ordered and used in the previous month (Bill of Ladings). Fuel delivery information will be forwarded to CIRT A no later than one business day after receipt).
- Road calls, including detail of cause, vehicle system or equipment involved, whether vehicle was replaced and impact on service.
- Missed trips and late service.

Safety Report Requirements

The vendor will prepare and provide accident/incident information monthly in Excel format, including but not limited to:

- Number of vehicle accidents/incidents, preventable or not
- Number of passenger accidents/incidents, preventable or not
- Number of worker's compensation claims
- Number of miles operated
- Number of hours worked by vendor
- The vendor shall provide daily information on all incidents and accidents.

Incidents involving customers shall be reported to CIRT A staff within 2 hours of incident occurrence during CIRT A customer service hours.

Cost and Billing Reports

- The vendor will submit one invoice to CIRT A for each Workforce Connector no later than the 5th day of the following month.
- If fares resume, the vendor will retain cash collected as fares and the value of such collections will be deducted from the monthly invoice.

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- For purposes of CIRT A vendor contracts, “revenue service” refers to time and mileage when passengers can receive service, while “vehicle service” refers to revenue service plus “dead time” (i.e., the time between the vendor’s vehicle storage depot and the route being served).
- Vendor invoices for prior month’s service will include the following:
 - Billable cost for revenue hours
 - Billable rate per revenue hour
 - Fares collected – To be deducted from billable cost for revenue hours

Annual Report Requirements

The vendor will provide an annual fleet mileage report to include service miles per vehicle as of December 31st, of the previous year. Failure to provide the required monthly reporting may result in a \$250.00 fine that would be subtracted from the final vendor’s invoice.

Performance Measures

Performance measures are tied to feedback received from customers and stakeholders of the Workforce Connector services. All performance specifications must then be strictly adhered to in order to provide the highest level of quality service possible.

To receive maximum compensation, the proposer is required to meet or exceed the following standards on a monthly basis. If the proposer fails to meet acceptable standards as defined in this section, liquidated damage amounts will be deducted from proposer's total monthly invoice amount.

The following performance measures will apply to the contract resulting from this RFP and are not negotiable.

Measure	Definition	Target
On-Time Performance	Vehicle arrives at scheduled stop location no more than one minute early or no more than five minutes later than the published arrival time	85% of all trips
Missed Trips	Any missed or incomplete trip that is part of scheduled service, not including those affected by inclement weather events, road calls or instruction of CIRT A	0 missed trips
Customer Complaints	Complaints about the Workforce Connectors services received by CIRT A from customers of the services	<6 complaints per 1,000 boardings

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On-Time Performance

Proposers will need to provide reporting that indicates adherence to the contractual operating schedule. CIRTA reserves the right to independently verify all data using read-only access to the operations software that captures this information. CIRTA will assess liquidated damages as follows:

On-time Performance %	Liquidated Damage
84.99% - 80%	\$100.00 per route
79.99% - 70%	\$250.00 per route
69.99% and lower	\$500.00 per route

Missed Trips

Any missed or incomplete trip that is part of scheduled service. Proposer shall implement policies and procedures to monitor service delays, and if necessary, replace or insert a vehicle to fill in for trips, or portions of a trip, to ensure the timely completion of that trip. Vehicles involved in accidents or mechanical breakdowns that result in missed trips during CIRTA customer service hours must be immediately replaced and reported to CIRTA within 2 hours. If the Vendor is scheduled to provide service but fails to do so (other than for inclement weather events, road calls or instruction of CIRTA), the Vendor will not charge CIRTA for that service period, and will also issue an invoice credit of 20% of the missed service period’s original cost. For example, if the Vendor misses 4 hours of service, the **Vendor would not charge for those 4 hours and subtract 20% of the operating costs from the invoice as a penalty.** If the missing service is typically invoiced at \$200.00, the 20% penalty of \$40 would be subtracted from the invoice. Under any of the circumstances described above, the proposer shall take appropriate action to minimize the disruption of service. CIRTA will assess liquidated damages as follows:

Missed Trips	Liquidated Damage
Missed service hours	20% Invoice Credit

Complaints

A vendor-influenced customer complaint is any customer contact received by CIRTA in which the proposer or its employee is alleged to have failed to perform the required service appropriately (including complaints of late bus, regardless of reason for lateness, operator rudeness, etc.). This metric will be measured monthly per 1,000 boardings as measured by

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monthly counts of total customer contacts received. Embedded in the schedule is an allowance for potentially invalid complaints. The performance standard is less than 5 customer complaints per 1,000 boardings. CIRTA will not consider arguments pertaining to complaint validity. CIRTA will assess liquidated damages as follows:

Complaint Rate	Liquidated Damage
Greater than 6 and less than 12	\$100.00 per route
12-18	\$250.00 per route
Greater than 18	\$500.00 per route

Complaint Resolution Process

All customer complaints will be received and documented by CIRTA, or forwarded to CIRTA if received directly by the vendor. CIRTA personnel will investigate, respond, and close general customer complaints within ten (10) business days.

Other types of complaints, such as Title VI and ADA, will be investigated in accordance with CIRTA's Title VI (*see Attachment 8 – Title VI Policy*) and ADA policies (*see Attachment 9 – ADA Policy*).

Vendor(s) will assist with investigations as necessary in complying with CIRTA's customer complaint process. All complaint investigation results will be documented and copies provided to CIRTA.

The vendor(s) personnel policies will specify discipline, up to and including termination, resulting from failure to maintain compliance, safety, professionalism, courtesy in customer relations, and other quality service standards.

All customer complaints received by the vendor should be forwarded to CIRTA within 24 hours of receipt of the complaint.

Evaluation Criteria

The evaluation criteria will be used by CIRTA to evaluate and rank proposals for the purposes of selecting a Proposal for a potential award. The Evaluation Criteria are shown in the table below.

Evaluation Criteria	Definition	Maximum Score
Improving Travel Time	Improving the time it takes for employees of	20

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	EID tenants to get from their home to their place of employment using Workforce Connector routes.	
Improving Job Access	Increasing the number of jobs accessible to users of the Workforce Connector routes.	20
Increasing Ridership	Increasing the number of Unlinked Passenger Trips for each of the Workforce Connector routes.	30
Reducing Costs	Reducing the total cost of each Workforce Connector route for CIRTA and each of the contributing EIDs.	30
Total Maximum Score		100

Selection Process

In accordance with CIRTA’s Procurement Policy and Procedures, the recommended award shall be to the responsible proposer whose proposal is determined to be the most highly rated, taking into consideration the evaluation criteria above. If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract.

Contract Monitoring

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

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

Methods of monitoring could include but not be limited to:

- Monthly review meeting with vendor(s) managers
- Quarterly review meetings with vendor(s) managers
- On-site visits
- Review of procedures
- Electronic monitoring
- Live communications monitoring

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- Review of taped communications
- On-board trip monitoring
- Service observations
- Audits of records
- Passenger surveys
- Other methods deemed appropriate

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

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

Proposal Instructions

All responses to this RFP should follow the instructions below. Questions or clarifications about the contents of this RFP must be submitted by the date in the RFP schedule.

Notice to Vendors

Separate electronic files of the Technical Proposal and Price Proposal must be submitted by the due date set forth in this RFP for this proposal package to be ruled responsive.

CIRT A is furnishing these 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. All forms noted with the “To Be Returned with Submission” must be submitted for the proposal package to be considered complete.

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.

- Technical Proposal
 - Project Approach – Overall vendor approach for delivering each Workforce Connector service.

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- Staffing – Identify the main point of contact for CIRTA (including a resume) and how Workforce Connector drivers will be assigned.
- Proposed Schedule – If an alternative operating schedule is proposed, describe the approach (including IndyGo transit connections, and days/hours of service).
- Vehicles – What vehicle sizes and types will be used throughout the proposed schedule.
- Certificate of Procurement Integrity
- Proposal Checklist
- Certificate of Restriction on Lobbying
- Certificate Regarding Debarment
- Affidavit of Non-Collusion
- DOT Assisted Contracts Bidders List Certification
- Insurance Incidents in Past 12 Months
- Price Proposal Forms
- Financial Information
- References
- Employment Eligibility Certification
- Summary of Driver Training Program

Limitation of Responsibility

CIRTA is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any offer. CIRTA is not responsible to return to any vendor the offer submitted to CIRTA as a response to this solicitation.

Vendor Warrants and Sub-Contractor Restrictions

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

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

Responsiveness and Responsibility Definitions

All offers must be responsible and responsive.

Definition of *responsive* for submitting parties to this solicitation:

All certifications and forms must be completed, all services must support the Statement of Work requested, and all associated certificates and other associated information and documents must be completed and included in the submission. Any alteration, erasure, or interlineations of the

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documents may be cause for the offer to be determined non-responsive. However, CIRTA reserves the right to waive any defects or irregularities in any submission, to accept all submissions, or to reject all submissions.

Definition of *responsible* for the submitting parties to this solicitation:

CIRTA may consider among other factors, the vendor's record of integrity, experience, and past performance record with CIRTA, its financial status, the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to CIRTA, or the Federal, State or Local Government(s).

In arriving at a determination, CIRTA may institute a pre-award survey on any or all respondents. Respondents will be required to cooperate with the pre-award survey team if one is used. Failure to cooperate may result in a finding of non-responsible respondent. A vendor shall not add to, delete from, or change any specification, term, or condition within the solicitation package unless authorized to do so by an amendment issued by CIRTA. In addition, vendors must confine their response to the spaces provided on any furnished submittal form or Cost Form, except where the Form itself may make an exception to the contrary. Alternate offers may be submitted but shall be submitted in a format that is easily understood, shows conformance with the contents of the Statement of Work, and contains full explanation as to the effectiveness of the alternate proposed in satisfying the intent of the solicitation.

All prices must be furnished to match the requested units or quantities as shown on the Submission Pricing Sheets. Where indicated the total extended price should be shown. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. No changes will be allowed to the point of placement of decimal points and zeroes. All submissions will be for the exact quantities and/or breakdowns reflected in the statements and conditions of the solicitation.

Taxes

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

Independent Contractor

The successful vendor shall be considered and shall accept status as being that of an "Independent Contractor" to CIRTA, and shall recognize that they are not an employee or officer of CIRTA. Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint-ventures or associates of one another.

The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for an injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Contract Required

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

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

Upon authorization by the CIRTAs Board to award a contract based upon a particular offer submitted by a designated vendor, said vendor and CIRTA will work diligently to complete a contractual arrangement for the services within thirty (30) calendar days of the Board action. Failure of the sides to reach a contractual arrangement may nullify the action of the CIRTAs Board as to the award of the services and release CIRTA to attempt to secure a contract through negotiations with the second most favored vendor.

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

Protests

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

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

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

Pre-Award Protests

Pre-award protests must be received by CIRTA no less than ten (10) working days before the proposal due date. CIRTA will respond to the protest in writing and render its final decision at

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least five (5) working days prior to the proposal due date. CIRTA will report such protests to the FTA regional office.

Post-Award Protests

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

Appeals to FTA

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

Forms

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Proposal Checklist

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

 0 % Proposal Bond or certified check required with proposal

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

Did you read and understand the General Specifications?

Yes

No

Initials _____

Did you read and understand the Statement of Work?

Yes

No

Initials _____

Are there any exceptions to the instructions as described?

Yes

No

Initials _____

If yes, explain:

Certificate Items Required To Be Returned

- Technical Proposal
- Proposal Checklist
- Certificate of Procurement Integrity
- Certificate of Restriction on Lobbying
- Certificate Regarding Debarment
- Affidavit of Non-Collusion
- DOT Assisted Contracts Bidders List Certification
- Insurance Incidents in Past 12 Months
- Price Proposal Forms
- Financial Information
- References
- Employment Eligibility Certification
- Summary of Driver Training Program

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

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

Offeror's Signature

To Be Returned
with Submission

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Certificate of Procurement Integrity

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

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

Firm 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

Name of Responsible Officer or Employee

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

Section 27 became effective July 16, 1989

To Be Returned with Submission

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Certification of Restriction on Lobbying

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the awards documents for any and all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed Date: _____

By: _____
Signature of Authorized Official

To Be Returned with Submission

Certification Regarding Debarment

THE UNDERSIGNED PROPOSER, OFFEROR, OR SUBCONTRACTOR (“ATTESTER”) CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT:

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

- Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from entering into this Contract by any Federal Agency. The term “principal” for purposes of this contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- Have not for a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract: violation of Federal or State antitrust status relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- Are not presently indicted for, or otherwise criminally or charged in any civil action by a government entity with commission of any of these offenses enumerated above.
- The Attester has not, within a three (3) year period preceding this offer, had one (1) or more contracts terminated for default by any governmental agency.
- “Principals”, for the purpose of this certification, means officers, directors, owners, partners, and persons having a primary management or supervisory responsibilities within a business entity.
- This certification concerns a matter that may be within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, USC.
- The Attester shall immediately notify the Procurement Department at any time the attester learns that its certification was erroneous when submitted or has become erroneous.
- A certification in which any of the items detailed above exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester’s responsibility. Failure of the Attester to furnish a certificate or provide such additional information as requested by CIRTA may render the Attester non-responsive.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to CIRTA, the Authority may terminate the contract resulting from this solicitation for default.
- If Attester is unable to certify to any of the statements in this certification, attach an explanation to this certification.

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Signature of Authorized Company Official

Company Name

Title of Official

To Be Returned
with Submission

DOT Assisted Contracts Bidders List Certification

[49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all proposers 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 proposers are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process for the solicitation.

Firm Name: _____

Firm Address:

Firm Phone: (____) _____

General Classification of Firm by Quantity of Employees

- Less than 10
- 11-50
- 51-100
- 101-500
- 501-1,000
- 1,001-5,000
- More than 5,000

General Classification of Firm in Age of Existence

- 0-5 years
- 6-10 years
- 11-50 years
- Over 50 years

General Classification by Type

- Firm is a small business
- Firm is a certified DBE
- Firm is a certified WBE
- Firm is not one of the above

General Classification by Annual Gross Income

- The approximate annual gross income for this firm is less than \$100,000
- The approximate annual gross income for this firm is \$100,000 - \$250,000
- The approximate annual gross income for this firm is \$250,001 - \$500,000

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- 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 of Authorized Company Official

To Be Returned
with Submission

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Insurance Incidents in Past 12 Months

Please submit a history of incidents that have taken place within the past 12 months that may include documents from an insurance provider or police reports. This may include, but is not limited to, claim number, claimant, type of insurance, description of incident, date, driver, and loss amount.

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with Submission

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Price Proposal Forms

The undersigned proposes and agrees to provide CIRTA, in accordance with the specifications detailed in the RFP, the following services at the following rates. The number of proposed Revenue Hours multiplied by the Cost per Vehicle Revenue Hour should equal the Total Cost in the tables below. Please fill out the first table for the Plainfield Workforce Connector and the second table for the Whitestown Workforce Connector.

Operations & Maintenance of Plainfield Workforce Connector

	First Term			<i>Optional Term</i>	
	FY2025	FY2026	FY2027	<i>FY2028</i>	<i>FY2029</i>
Total Vehicle Revenue Hours					
Cost per Vehicle Revenue Hour	\$	\$	\$	\$	\$
Total Cost	\$	\$	\$	\$	\$

Plainfield Connector First Term Total: \$ _____

Operations & Maintenance of Whitestown Workforce Connector

	First Term			<i>Optional Term</i>	
	FY2025	FY2026	FY2027	<i>FY2028</i>	<i>FY2029</i>
Total Vehicle Revenue Hours					
Cost per Vehicle Revenue Hour	\$	\$	\$	\$	\$
Total Cost	\$	\$	\$	\$	\$

Whitestown Connector First Term Total: \$ _____

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Financial Information

Proposers must show documentation that they are registered with the System for Award Management (SAM)/CCR Registration and Renewals prior to submitting their response to this RFP. The contractor is solely responsible for all elements pertaining to this registration.

Indemnity (not a federal requirement)

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

To Be Returned with Submission

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References

Please provide three references that are now or within the past five years have been a customer of the vendor and to whom they have provided services of a similar nature. Please include the following for each reference: customer name, customer address (where operation takes place), and customer telephone number.

Reference 1

Name: _____

Address: _____

Phone: (____) _____

Reference 2

Name: _____

Address: _____

Phone: (____) _____

Reference 3

Name: _____

Address: _____

Phone: (____) _____

To Be Returned with Submission

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Employment Eligibility Verification

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

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

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

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

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

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

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

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

Firm Name: _____

Firm Address:

Signature of Authorized Official

Date

Title of Official

To Be Returned with Submission

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Summary of Driver Training Program

Please submit a summary of the driver training program that includes the following:

- List of topics drivers were trained on
- Last time drivers were trained (driver-specific)
- Name of training program/business used
- Frequency of training required

To Be Returned
with Submission

FTA Required Clauses

No Government Obligation To Third Parties

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

The vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the 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

The vendor 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 vendor 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 vendor 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 vendor to the extent the Federal Government deems appropriate.

The vendor 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the vendor, to the extent the Federal Government deems appropriate.

The vendor agrees to include the above two paragraphs 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.

Records Access

Record Retention - The vendor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

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subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period - The vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The vendor shall maintain all books, records, accounts and reports required under the contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records - The vendor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of the contract as reasonably may be required.

Access to the Sites of Performance - The vendor agrees to permit FTA and its contractors access to the sites of performance under the contract as reasonably may be required.

Federal Changes

The vendor 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 FTA Master Agreement between CIRTAs and the FTA, as they may be amended or promulgated from time to time during the term of the contract. The vendor's failure to comply shall constitute a material breach of the contract.

Civil Rights Laws and Regulations

CIRTAs is an Equal Opportunity Employer. As such, CIRTAs agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, CIRTAs agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this contract, the vendor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the vendor 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,

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Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 vendor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the vendor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the vendor agrees that it will not discriminate against individuals on the basis of disability. In addition, the vendor agrees to comply with any implementing requirements FTA may issue.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (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, and 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 the Contract. The vendor shall not perform any act, fail to perform any act, or refuse to comply with any requests of CIRTA that would cause CIRTA to be in violation of the FTA terms and conditions.

Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion - The vendor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and

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Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the vendor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

By signing and submitting its proposal, the vendor certifies as follows:

The certification in this clause is a material representation of fact relied upon by CIRTAs. If it is later determined by CIRTAs that the vendor knowingly rendered an erroneous certification, in addition to remedies available to CIRTAs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The vendor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this proposal is valid and throughout the period of any contract that may arise from this proposal. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Violation and Breach of Contract

Dispute Resolution: Should any dispute arise respecting the true construction, interpretation or meaning of the contract plans, specifications or conditions therein, or the measurements for the payment thereunder, same shall be referred to and decided by CIRTAs Executive Director and the Executive Director’s decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

Performance During Disputes: The vendor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the vendor will continue to perform the obligations required of the vendor during the continuation of any such dispute unless enjoined or prohibited by an Indiana court of competent jurisdiction.

Rights and Remedies: The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CIRTAs or the vendor 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 thereunder, except as may be specifically agreed upon in writing.

Lobbying Restrictions

The vendor shall file the certification required by 49 C.F.R. 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 any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or 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 CIRTA. The "Lobbying Certification" form, Section 7.7 of this solicitation, must be completed, signed and submitted with vendor's proposal.

Safe Operations of Motor Vehicles

Seat Belt Use - The vendor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the vendor or CIRTA.

Distracted Driving - The vendor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the vendor is encouraged to comply with the terms of the following Special Provision.

A. Definitions - As used in this Special Provision:

1. Driving - Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
2. Text Messaging. - Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other

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form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

B. Safety - The vendor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
 - a) Vendor-owned or vendor-rented vehicles or CIRT A-owned, leased or rented vehicles;
 - b) Privately-owned vehicles when on official project related business or when performing any work for or on behalf of the project; or
 - c) Any vehicle, on or off duty, and using an employer supplied electronic device.
2. Conduct workplace safety initiatives in a manner commensurate with the vendor's size, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
3. Include this Special Provision in its sub-agreements with its sub-recipients and third-party contracts and also encourage its sub-recipients, lessees, and third-party contractors to comply with the terms of this provision, and include this provision in each sub-agreement, lease, and third-party contract at each tier financed with Federal assistance provided by the Federal Government.

Alcohol and Controlled Substances Testing

The vendor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655); produce any documentation necessary to establish its compliance with Part 40 and 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, Indiana Department of Transportation, or CIRT A, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as well as to review the testing process as required under Part 40 and Part 655.

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Upon request by CIRTAs, and based on each driver’s start date, the vendor agrees further to certify annually its compliance with part 655 and to submit the reports to CIRTAs Executive Director. To certify compliance, the vendor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The vendor shall also submit, before 60 days before contract startup, for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program.

Trafficking In Persons

The vendor and its subcontractors or their employees, shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract.

The vendor shall inform CIRTAs immediately of any information the vendor receives from any source alleging a violation of a prohibition in this section. CIRTAs may terminate this Agreement for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the CIRTAs.

Attachments

The following attachments provide additional details for the Workforce Connectors. Vendors are responsible for reviewing all attachments when developing proposals.

1. Workforce Connectors Schedules and Brochures
2. Workforce Connectors Study
3. 2023 & 2024 Monthly Service Statistics
4. 2023 Ridership Data Reports - Time of Day and Day of Week
5. 2024 Ridership Data Reports - Time of Day and Day of Week
6. 2024 Select Daily Boardings & Alightings by Stop
7. 2023 INDOT Annual Transit Survey
8. Title VI Policy
9. ADA Policy