

EQ #20-10-368

In-Plant Bus Inspection

October 20, 2020

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

1501 WEST WASHINGTON STREET

INDIANAPOLIS IN 46222

Phone: (317) 635-2100

Fax: (317) 266-9163

General Guidelines:

This document is intended to assist prospective proposers in successfully making a proposal for the work contemplated herein. Proposers are strongly encouraged to read the entire document very carefully.

- All attachments must be filled out completely. Federal and state regulations mandate that all attachments be submitted.
- If an attachment does not apply to your business or proposal, mark the form “Not Applicable”. Sign and date such attachments.
- IPTC demonstrates a continued commitment to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE, DOBE) businesses in Indianapolis by promoting contracting opportunities for vendors certified by the City of Indianapolis Office of Minority and Women Business Development (OMWBD) or the Indiana Department of Administrations (IDOA) Division Supplier Diversity within public transportation. The program is designed to ensure an equal opportunity for MBE, WBE, VBE and DOBE vendors to receive and participate in contracts that are presented through competitive solicitations and are without a Federal Disadvantaged Business Enterprise (DBE) participation requirement.
- IPTC reserves the right to waive any irregularities and/or reject any and all responses to this solicitation.
- IPTC is under no obligation to award a contract to any firm responding to this solicitation and reserves the right to withdraw any award notification made before entering into a contract.
- If there is any evidence or indication that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the submission of all such bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitation undertaken by IPTC.
- When in doubt contact IPTC’s Procurement Department at Procurement@IndyGo.net

PROCUREMENT SCHEDULE

EQ #20-10-368

In-Plant Bus Inspection

Solicitation Release	October 27 th , 2019, 2020
Written Questions Due	November 9 th , 2020 27, 2020 10:00 AM EST
Answers to Written Questions Provided	November 16 th , 2020 3, by EOD
Quote Due Date	November 23 rd , 2020 10, 2020 10:00am EST
Notice of Award	January 21 st , 2021 by EOD

Request for Electronic Quote

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In-Plant Bus Inspection

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 led 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 more than 850 employees and its annual operating budget is approximately \$111 million.

IPTC functions on an operational basis under the Rules and Regulations of the United States Department of Transportation (USDOT) through the Federal Transit Administration (FTA), applicable Indiana statutes and the ordinances and regulations established by the Indianapolis, Marion County City Council as well as its Board of Directors.

IPTC provides public transportation for the citizens of Indianapolis and Marion County under contractual arrangements with the City of Indianapolis, and funding provided by Indianapolis/Marion County, the State of Indiana, and the Federal Transportation Administration of the Department of Transportation.

IPTC has the obligation to follow the guidelines of the public procurement process and competitively bid the goods and services.

History of this Service:

IPTC is currently under contract with TRC

Project Overview:

IPTC is seeking quotes for In-Plant Bus Inspections and Post Delivery Audit Services for eighty (80) fixed route buses and seventy-five (75) paratransit buses which could be subject to change based on demand, over a period of (3) three years.

Statement of Work:

The intent of this EQ is to obtain high quality and professional bus line inspection/resident engineering services so as to ensure that the buses for both Fixed Route and Paratransit body on chassis(BOC) obtained by IPTC, when built, are top quality equipment which are capable of delivering maximum performance with high reliability. Equipment shall be of current design, application in similar daily transit service to that for which it is intended. Equipment shall be so designed and constructed that ready access for operations, maintenance, and overhaul is provided.

The successful Contractor shall represent IPTC at the manufacturing plant and shall monitor the manufacturing and installation processes for IPTC's buses. The Contractor will be authorized to approve the pre-delivery acceptance tests

and to release the buses for delivery. The Contractor shall have access to the manufacture's quality assurance files relative to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, records of defects, and packing slips and bills of lading of components.

Before the beginning of the bus manufacture, the Contractor will meet with Manufacture's Quality Assurance Manager. They shall review the inspection procedures and checklists. If deemed appropriate and feasible, the Contractor may begin monitoring bus construction activities prior to the start of bus fabrication.

Selected Contractor may be required to represent IPTC at multiple locations and manufacturing sites. IPTC currently has locations in Indiana, South California, and North California. The current orders of rolling stock include:

Fixed Route

- Gillig 40' Electric
- Gillig 40' Low Floor Hybrid
- Gillig 40" Low Floor
- BYD electric 60' Articulated BRT

Paratransit

- StarCraft/Allstar
- Ford E450
- Ford/Elkhart
- Dodge/Caravan

This list does not encompass future orders and locations. However, if this information changes or becomes updated an amendment to the contract will be negotiated.

The Contractor shall:

1. Be present throughout the manufacturing process and shall conduct inspection services during the manufacturing process to visually confirm compliance to IPTC's Technical Specifications.
2. Confirm compliance to the findings of IPTC's Pre-Award Audit of Manufacture's Buy America Certification.
3. Observe the functional testing of each vehicle.
4. Provide IPTC with the Post-Delivery Audit Report required by 49 CFR Part 663 in a form sufficient for submission to the Federal Transit Administration.
5. Utilize techniques that will enable the inspectors to identify the maximum number of deficiencies as practicable.
6. Keep and maintain records.

IPTC is requiring the Contractor to perform the following work during the manufacturing process to help IPTC's Vehicle Maintenance Department: The inspections should include, but not limited to the following:

1. Visually inspect the power module and transaxle.
2. Monitor and evaluate critical build-up of vehicle frames including the sidewall and floor structure.
3. Visually monitor the assembly and attachment of all body components.
4. Verify uniformity of component installations, alignment and proper support.
5. Check for proper thickness, type, and adhesion of undercoating, interior and exterior paint and primer coatings.
6. Visually inspect the installation and observe functional tests of the ramps.
7. Visually inspect the installation and observe functional tests of the air conditioning system.
8. Provide solutions to production line problems and implement approved change orders.
9. Report on the progress and condition of each of the buses.

As part of the pre-delivery testing, upon completion of the production activities, the Contractor shall monitor the functional testing of each vehicle and conduct a configuration audit and road test of each vehicle in accordance with 49 CFR Part 663.37(b). A record of these tests shall be maintained. Any noted defects shall be called to the attention of the manufacture for correction, as appropriate.

Prior to the release for delivery, the Contractor shall maintain discrepancy reports on each bus. Prior to releasing each vehicle, the Contractor shall ensure that all noted discrepancies have been rectified or shall obtain IPTC's concurrence to accept the vehicle with the discrepancy. A list of noted discrepancies and completed forms shall be provided to IPTC along with completed release checklists.

Post-Delivery Buy America Audit & Report - After all the vehicles have been shipped, the Contractor shall review the report of its plant inspectors to determine if a variance exists between the material listed on IPTC's Pre-Award Buy America audit and the material used by the vehicle manufacturer. Also, the Contractor shall confirm that the vehicles were built in absolute compliance to IPTC's technical specifications. If a variance exists, the Contractor shall review the resolution of the variance. If necessary, the vehicle manufacturer will be contacted. Once this review process is complete, the Contractor shall issue a report to IPTC stating that the vehicles comply with both the Pre-Award Buy America certification and the technical certification. The report shall also contain a copy of the manufacture's certification of compliance to FMVSS standards and a copy of the weekly reports in order to verify that inspectors were present during the manufacturing process. This report shall meet the Post-Delivery audit requirements of 49 CFR, Part 663.

Progress Reports - During the project, IPTC's Project Manager will receive at - minimum bi-weekly written reports from the Contractor to report project progress and particular points of interest. These reports shall be e-mailed to Michael Roth, IPTC's Senior Director of Mobility Services and Project Manager for this contract, at mroth@indygo.net, Cheryl Purefoy Deputy Chief Operating Officer, at cpurefoy@indygo.net and IPTC procurement department, at procurement@indygo.net

Pictures of the buses during their manufacture are encouraged. These weekly written reports will outline the work activities by bus number, hours worked, hours of inspection, and any deficiencies found along with the corrective

action taken. The Contractor will work closely with IPTC and the manufacture in providing solutions to production line problems, implementing approved change orders, and addressing open concerns. IPTC will receive monthly progress reports from the Contractor. The monthly progress report will highlight communication with IPTC.

The Post Delivery Audit Report will be prepared in accordance with 49 CFR 663.31 through 663.37 inclusive.

Term of Contract:

The contract will be for two (3) years with (2) two option years.

Evaluation Criteria:

Quotes will be evaluated based on cost per bus.

Commitment to Diversity Participation and Equal Opportunity:

It is the policy of the Indianapolis Public Transportation Corporation (IPTC) that Business Enterprises certified by the Office of Minority and Women's Business Development (OMWBD) as MBE, WBE, VBE, DOBE and The Indiana Department of Administration's Division of Supplier Diversity certified as an MBE or WBE have the maximum feasible opportunity to participate in the performance of contracts.

Consequently, the Owner has established the following percentage goals for Diversity participation on non-federally funded projects, based on the Contract Price as awarded to the successful Bidder:

MBE: fifteen percent (15%);

WBE: eight percent (8%);

VBE: three percent (3%);

DOBE: one percent (1%)

For information on IPTC's commitment to diversity and equal opportunity procurement program, please contact IPTC Procurement Department at 317.614.9253.

Contract:

Required. Vendors are asked to supply a copy of their standard Terms & Conditions. The following Indiana State Statutory Language will need to be incorporated into signed agreement.

1. **Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the Parties to determine whether the provisions of this Agreement require formal modification.
2. **Non-Discrimination.** Provider shall comply with all federal, state, and municipal and local rules, ordinances, rules, regulations, orders, notices and requirements relating to non-discrimination in employment, fair employment practices, and equal employment opportunity, whether or not provided elsewhere in the Agreement without additional charge or expense to Owner, and shall be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of the Provider Services hereunder. Provider shall at any time upon demand, furnish such proof as Owner may require demonstrating compliance with such requirements and correction of any violations. Provider agrees to save harmless and indemnify Owner from and against any and all loss, injury, claims, actions, damages, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by Provider's failure to comply with any of said laws, ordinances, rules, regulations, orders, notices or requirements, or to correct violations.

2.1 Pursuant to the requirements of existing laws of the State of Indiana and the United States of America, Provider and its consultants shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his or her race, creed, religion, color, sex, pregnancy, national origin, ancestry, age, disability, genetic information, veteran status, or any other characteristic or status protected by law. Provider agrees to comply with all the provisions contained in the Equal Opportunity Clause quoted in Executive Orders No. 11246 and No. 113375. In addition, Provider shall cause this Equal Opportunity Clause to be included in the consultant agreements hereunder unless exempted by rules, regulations and orders of controlling local, state or federal agencies having jurisdiction over the Project, including but not limited to, the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended. Breach of this covenant may be regarded as a material breach of contract.

2.2 Provider and its consultants shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, pregnancy, national origin, ancestry, age, disability, genetic information, veteran status, or any other characteristic or status protected by law. In the hiring of employees for the performance of work under the Agreement or any consultant agreement hereunder, neither Provider, its consultants, nor any person acting on behalf of Provider or its consultants, shall by reason of race, religion, color, sex, pregnancy, national origin, ancestry, age, disability, genetic information, veteran status, or any other characteristic or status protected by law discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

3. **E-Verify Compliance.** As required by Ind. Code §22-5-1.7, Provider swears and affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Provider further agrees that:

- a. Provider shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in Ind. Code §22-5-1.7-3. Provider is not required to participate should the E-Verify program cease to exist. Additionally, Provider is not required to participate if Provider is self-employed and does not employ any employees.
- b. Provider shall not knowingly employ or contract with an unauthorized alien. Provider shall not retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- c. Provider shall require all of its consultants or subcontractors who perform work under this Agreement to certify to Provider that the consultant or subcontractor does not knowingly employ or contract with an unauthorized alien and that the consultant or subcontractor has enrolled and is participating in the E-Verify program. Provider agrees to maintain this certification throughout the duration of the term of its contract with its consultant or subcontractor.
- d. If Provider or any consultant or subcontractor violates the requirements of this ¶11.23 and its subparts, and it is brought to the attention of Owner, Owner shall require Provider to remedy the violation, or require the subcontractor or consultant to remedy the violation, not later than thirty (30) days after Owner notifies Provider. If Provider fails to remedy the violation, either directly or through its subcontractor or consultant, within the thirty (30) period, the failure of Provider to comply with this requirement may be treated by Owner as a default under the Agreement as provided in Article IX hereof. If Provider employs or contracts with an unauthorized alien but Owner determines that terminating the Agreement would be detrimental to the public interest or public property, Owner may allow the Agreement to remain in effect.

4. **Drug-Free Workplace:** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to IndyGo within ten (10) days after receiving actual notice that the Provider, or an employee of the Provider in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Provider certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is

prohibited in the Provider's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

b. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Provider's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

c. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Provider of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

d. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

e. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

5. **Funding Cancellation.** When the Chief Financial Officer of IndyGo makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6. **Safety Orientation.** In the event of award, IPTC requires all contractors who will be on-site to complete a contractor orientation after project kickoff. Each employee must attend and acknowledge material with proper signoff. Additionally, IPTC Risk & Safety will require safety plans and policies to be submitted in writing. Background checks may be required for all contractor(s) who will be on IPTC property.

Requirements for Security Threat Assessment (Criminal Background Checks)

Indianapolis Public Transportation Corporation (IPTC) is committed to protecting its passengers, employees and assets by conducting background checks. The purpose of this policy is to identify those categories of individuals under considerations for hire and employees who may be subject to background checks, types of offenses that may disqualify an applicant or employee from employment or a promotion and to set out the appeal procedure.

The background checks for employment include but are not limited to the following: review of individuals under considerations for hire' criminal conviction. This policy applies to all IPTC employees and individuals under consideration for hire (*including student interns, temporary employees, independent contract employees, contracted employees and volunteers when it is determined appropriate in the light of the circumstances under which they will be working on IPTC premises and/or conducting business on behalf of IPTC*), for which the applicant or employee would have access to the public, fiduciary responsibility, critical infrastructure or security sensitive facilities or information. Please see APPENDIX A as an example of what IPTC would require of the selected vendor after award. APPENDIX A depicts our current form, the form could differ based upon the vendor selected for background checks.

Procurement Instructions / Contact Information:

Bidding contractors are to submit any questions regarding this procurement in writing via email to Procurement@IndyGo.net by the deadline posted in the procurement schedule November 9th, 2020 by 10:00am EST. All questions will be answered through an Addendum that will be posted to the IndyGo website on November 16th, 2020.

Electronic Quotes and attachments are due on or before November 23rd, 2020 by 10:00am EST

Responses must be emailed to January.Sanders@Indygo.net . Hardcopy responses will not be accepted.

No late or faxed quotes will be accepted.

Proposals must include the following:

- Sub-contractor/Supplier Participation Form
- Good Faith Efforts Documentation Cost Proposal Form
- Acceptance of Indemnification Language
- Signed Acknowledgement of Addendum (if applicable)

Example copy of MSA/Standard Terms & Conditions Agreement

“XBE” PARTICIPATION REQUIREMENTS FOR BIDS ON NON-FEDERALLY FUNDED PROJECTS

1.1 It is the policy of the Owner, the Indianapolis Public Transportation Corporation (IPTC), that Business Enterprises certified by the City of Indianapolis’ Office of Minority and Women’s Business Development (OMWBD) as MBE, WBE, VBE, and/or DOBE (XBEs) and the Indiana Department of Administration’s Division of Supplier Diversity certified as an MBE or WBE shall have the maximum feasible opportunity to participate in the performance of contracts.

A. As such, the Owner has established the following percentage goals for XBE participation on non-federally funded projects, based on the Contract Price as awarded to the successful Bidder:

- MBE (Minority Business Enterprise) - fifteen percent (15%);
- WBE (Women Business Enterprise) - eight percent (8%);
- VBE (Veteran Business Enterprise) - three percent (3%);
- DOBE (Disabled-Owned Business Enterprise) - one percent (1%)

B. Bidders shall complete and submit with their bid the attached Subcontractor/Supplier Participation Form.

C. For purposes of determining the degree of participation for M, W, V, DOBEs operating as participants in Joint Ventures, as Subcontractors or Suppliers, the following methodology shall be utilized:

I.A Joint Venture Bidder consisting of one or more XBE parties will be credited with XBE participation on the basis of the percentage of the dollar amount of the Work to be performed by the XBE business(es).

II.An XBE Bidder will be credited with XBE participation for the portion of the Work that it self-performs, and that portion subcontracted to a certified XBE business(es).

III.A Bidder will receive percentage toward XBE participation for the portion of the Work that it self-performs, and that portion subcontracted to a certified XBE firm.

D. If a Bidder is unable to meet any of the four XBE participation goals stated within this document, the Bidder shall complete and submit with its bid both the Subcontractor/Supplier Participation Form and the Good Faith Efforts Documentation Form.

- Demonstration of good faith efforts shall be a condition to the Bidder being found to be a responsive Bidder.
- The decision of the Owner concerning whether a Bidder has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Bidder.

E. The Owner may require the Bidder to submit additional information regarding XBE certifications and utilization at any time after Award of Contract during the term of this Contract.

F. Failure to submit the required XBE participation forms shall be grounds for rejecting the bid.

SUBCONTRACTOR/SUPPLIER PARTICIPATION

Instructions to Bidders:

The Bidder shall submit a completed Subcontractors/Suppliers list at the time of Bid submission. Failure to do so shall constitute grounds for rejection of the Bid as non-responsive.

XBE COMPLIANCE

THE BIDDER MUST SELECT ONE OF THE TWO BOXES BELOW FOR THE BID TO BE RESPONSIVE

B (1) [] **Bidder meets goals**

Bidder certifies that the above Subcontractors/Suppliers Listed will accomplish the respective project specific goals for MBE and WBE participation as established by the Contract Documents.

B (2) [] **Bidder does NOT meet the XBE goal(s) for this contract.**

Bidder certifies that it has made good faith efforts in accordance with the Invitation for Proposal to meet the MBE/WBE goal but, despite these efforts, has been unable to meet the goal. Bidder has completed the Good Faith Efforts Documentation Form attached to this Participation Form. Record any MBE/WBE participation achieved below.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own workforce for that portion of the Work.

XBE Name	XBE Address	Scope of Services	Total Dollar	Percent of Total

A letter of commitment from each “XBE” listed above shall be submitted with the Proposal. The letter of commitment is a signed letter, on company letterhead, from the XBE that serves as acknowledgment from the XBE firm of their level of participation in this solicitation. The dollar amount of the commitment, the scope of service or product shall also be provided.

GOOD FAITH EFFORTS DOCUMENTATION FORM

MBE GOAL: 15%

WBE GOAL: 8%

VBE GOAL: 3%

DOBE GOAL: 1%

If Bidder has indicated on the Subcontractor/Supplier Participation Form that it does not meet the XBE goal(s), Bidder must submit this form with its Subcontractor/Supplier Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with the Bid may render this Proposal non-responsive. Copies of all communications to and from each vendor shall be maintained and shall be submitted to IPTC upon request.

Good faith efforts include, but are not limited to:

- (1) Soliciting XBEs through all reasonable and available means (e.g. – attendance at pre-bid meetings, advertising and/or written notices) and following up on initial solicitations.
- (2) Selecting portions of work to be performed by XBE businesses in order to increase the likelihood of XBE goal achievement (e.g. – breaking out contract work items into economically feasible units, even when the performance of work with vendor's own workforce might otherwise be preferred).
- (3) Providing interested XBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to facilitate their response to the solicitation.
- (4) Negotiating in good faith with interested XBEs and/or providing evidence as to why agreements could not be reached for XBEs to perform the work.
- (5) Not rejecting XBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (6) Making efforts to assist XBEs in obtaining bonding, lines of credit, or insurance.
- (7) Making efforts to assist interested XBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

Note that the fact that there may be some additional costs involved in finding and using XBEs is not, in itself, sufficient reason for a bidder's failure to meet the contract XBE goal(s), as long as such costs are reasonable. Prime contractors are not required to accept higher quotes from XBEs if the price difference is excessive or unreasonable.

A Bidder representative attended the pre-bid meeting: Yes _____ No _____

I. Advertisement Log: (Attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Date(s)of Advertisement

II. Selected Portions of the Work to be Performed by XBEs:

Work Categories	Type of Bid (Sub or Supplier)	Bidder's Estimated Budget	Additional Comments

III. Made efforts to assist interested XBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies and/or materials, etc. List the specific offers made:

--

IV. Solicited the following XBEs:

XBE Firm and Address	Type of Contact	Date of Initial Contact	Goods or Services Requested

VI. Followed up with initial contacts:

XBE Firm	Date	XBE Phone#	Bidding? Yes/No	Reason for No-Bid

Include any additional data to support a demonstration of good faith efforts:

CONTACT INFORMATION

For all matters relating to XBE participation for this project, the following individual should be contacted.

Chelci R. Hunter, DBELO
Diversity Specialist
Indianapolis Public Transportation Corporation
1501 W. Washington St.
Indianapolis, IN 46222
(317)614-9253 Direct
chunter@indygo.net

COST PROPOSAL

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_____ submits the following pricing for:
(Company Name)

\$ _____ Total Cost per vehicle- fixed route bus (year 1)

\$ _____ Total Cost per vehicle- fixed route bus (year2)

\$ _____ Total Cost per vehicle- fixed route bus (year 3)

\$ _____ Total Cost per vehicle- paratransit bus (year 1)

\$ _____ Total Cost per vehicle- paratransit bus (year 2)

\$ _____ Total Cost per vehicle- paratransit bus (year 3)

This price includes all overhead and profits and is a Not to exceed price to be paid for each bus inspected. **This quote is valid for a period of sixty-days from the date of bid acceptance date.**

Vendor understands it must accept the regulatory requirements as set forth in FTA Circular 4220.1F that are applicable to this project prior to the release of a purchase agreement awarding this project.

Yes _____ No _____
(Please initial Yes or No)

The above pricing is submitted by:

Authorized by _____
(Name)

(Title)

Email Address _____

Phone Number _____

Indemnification Language

_____, agrees to indemnify, defend, and save harmless the, Indianapolis Public Transportation Corporation, its Board of Directors, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including individuals employed by him, including claims of bodily injury and death or damages to any property, arising or alleged to have arisen out of the Consultant's performance of the work related to contents of this electronic quote, this Agreement except any such injury or damages arising out of the sole negligence of the IPTC, its officers, agents or employees. _____, agrees to carry sufficient insurance, including worker's compensation insurance, to cover the cost of such indemnification.

Authorized by _____

(Name)

(Title)

Email Address _____

ACKNOWLEDGMENT OF ADDENDUM

(Must be returned with your Offer)

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

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.

(Company Name)

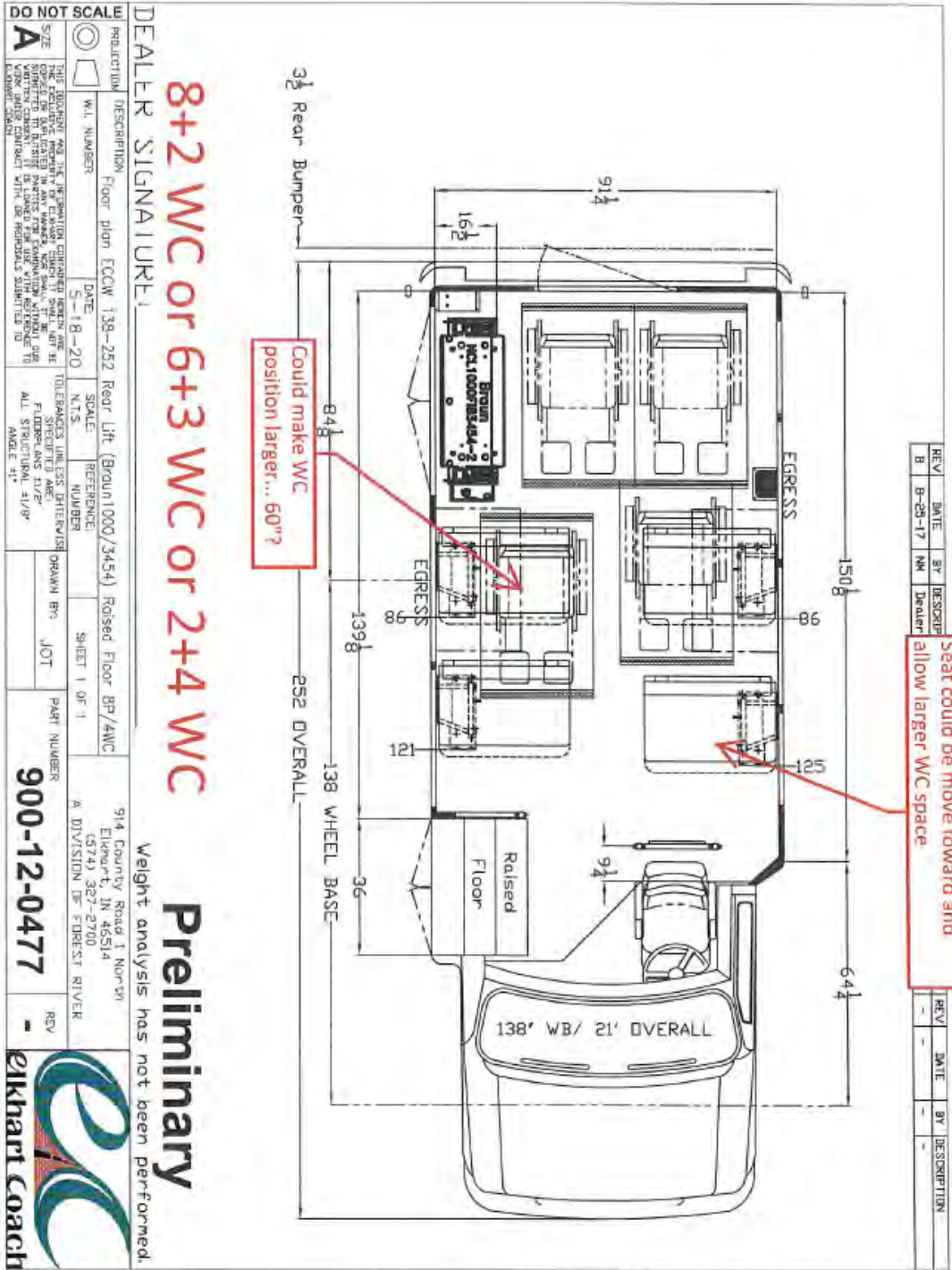
(Street Address)

(City, State, and Zip Code)

Signature of Authorized Company Official

Date

Exhibit A



REV. DATE BY DESCRIPTION
 B 8-28-17 NH Dealer
 Seat could be move forward and allow larger WC space.

8+2 WC or 6+3 WC or 2+4 WC

Preliminary

Weight analysis has not been performed.

DO NOT SCALE

PROJECTION: Floor plan ECCW 138-252 Rear Lift (Braun 1000/3454) Raised Floor BP/4WC

W.I. NUMBER: 5-18-20 DATE: SCALE: N.T.S. REFERENCE: SHEET 1 OF 1 PART NUMBER: 900-12-0477

SIZE: A THIS DOCUMENT AND THE DIMENSION CONFORM TO THE SPECIFICATIONS OF THE NATIONAL ARCHITECTURAL ACADEMY. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED. ALL STRUCTURAL STEEL SHALL BE A36 UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

914 County Road 1 North
 Elkhart, IN 46514
 (374) 327-2700
 A DIVISION OF FOREST RIVER

Elkhart Coach

Exhibit B

AUTHORIZATION FOR BACKGROUND CHECKS

IndyGo (the “Company”) may order a “consumer report” (a background report) or “investigative consumer report” on you in connection with your application as an independent contractor, and if you are accepted as an independent contractor, or if you already work for the Company, may order additional background reports on you for contractor purposes, to the maximum extent permitted by applicable law.

The background check company, ADP Screening and Selection Services, will prepare the background report for the Company. ADP Screening and Selection Services is located at 301 Remington Street, Fort Collins, CO, 80524, and can be reached by phone at 800-367-5933 or at their Internet Web site address www.adpselect.com.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living, criminal history, and credit standing. An “investigative consumer report” is a background report that includes information from personal interviews. Information may be obtained from private and public sources and for investigative consumer reports from personal interviews as noted above. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. You will find these rights summarized in the document titled A Summary of Your Rights Under the Fair Credit Reporting Act, as provided on subsequent pages.

I authorize the Company to obtain my background report, including investigative consumer reports. I also agree that a copy of this form is valid like the signed original. I understand that, as allowed by law, the Company may rely on this authorization to order additional background reports, including investigative consumer reports, (1) during my work as an independent contractor and (2) from companies other than ADP Screening and Selection Services without asking me for my authorization again, as allowed by law. I understand the Company may order a background report under my legal name and any other names I may have used.

I also authorize the following agencies and entities to disclose to ADP Screening and Selection Services and its agents all information about or concerning me, as allowed by law, including but not limited to: my past or present employers; learning institutions, including colleges and universities; law enforcement and all other federal, state and local agencies; federal, state and local courts; the military; credit bureaus; testing facilities; motor vehicle records agencies; if applicable, worker’s compensation injuries; all other private and public sector repositories of information; and any other person, organization, or agency with any information about or concerning me. The information that can be disclosed to ADP Screening and Selection Services and its agents includes, but is not limited to, information concerning my employment history, earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses and substance abuse testing.

Please print your legal name:

Last Name _____ First _____ Middle _____

_____ / _____ / _____

Signature

Date (Month/Day/Year)

BACKGROUND CHECK INFORMATION

The information requested below is collected solely for the purpose of aiding the Company in running a background check in connection with your application as an independent contractor. The employer is requesting that you provide this information to assist in conducting a thorough background check.

First Name _____ Middle Name _____ Last Name _____

Date of Birth ____/____/____ (Month/Day/Year) Gender (circle one) Female/Male

Social Security Number _____/_____/_____

Driver's License Number _____ State Issuing License _____

Current Day Time Phone (_____) _____

Email address: _____

Enter Nickname(s) Used _____

Enter Any Other Names Used (including maiden names):

First Name _____ Middle Name _____ Last Name _____

First Name _____ Middle Name _____ Last Name _____

First Name _____ Middle Name _____ Last Name _____

Addresses Within the Past Seven Years (use a separate sheet as needed)

Present Street Address _____

City/State/ZIP _____

Prior Street Address _____

Prior City/State/ZIP _____

From ____/____/____ (Month/Day/Year) To ____/____/____ (Month/Day/Year)

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can

call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box # 11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access

	United States Small Business Administration 409 Third Street, SW, 8 th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357