

REQUEST FOR PROPOSALS

RFP 1-2020

Automatic Vehicle Location System for the Fort Wayne Public Transportation Corporation

DEADLINE FOR SUBMISSION OF PROPOSALS

February 7, 2020 at 2:00 P.M. EST

Fort Wayne Public Transportation Corporation
801 Leesburg Road
Fort Wayne, IN 46808

TEL: 260.432-4977

FAX: 260.436.7729

Please ensure that you complete and return the following documents and information to the Fort Wayne Public Transportation Corporation before the deadline. Any corrections must be initialed by person making the correction. Late submittals will not be accepted.

	The Request for Proposal Form <u>MUST</u> be completed.
	Completed and signed Statement of Eligibility .
	Completed and signed Certification of Restrictions on Lobbying .
	Completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Pursuant To 49 CFR Part 29, Appendix B)
	Completed and signed Business Questionnaire
	Completed and signed Suspension and Debarment Certification . Please include Company Federal TAX ID number or Social Security number.
	Completed and signed Insurance Affidavit .
	Completed and signed Non-Collusion Affidavit .
	Completed and signed Conflict of Interest Questionnaire .
	Completed and signed Buy America Certificate .
	Completed Reference Form .
	Pursuant to I.C. 7.1-3-21-8 Indiana Disclosure of Interested Parties
	Clearly mark the RFP number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
	Submit original and three copies of the proposal.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

Printed Name of Company

Contact Person Name and Phone Number

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

SUBMIT TO: Tricia Lilly Fort Wayne PTC 801 Leesburg Road Fort Wayne, IN 46808	Fort Wayne PTC Request for Proposal RFP 1-2020 Automatic Vehicle Location System for Fort Wayne Public Transportation Corporation AN EQUAL OPPORTUNITY EMPLOYER
CONTACT PERSON: Maurice Pearl	
TEL: 260.432-4977 FAX: Email: mnp@fwcutilink.com	
TITLE: Automatic Vehicle Location System for Fort Wayne PTC	SUBMITTAL DEADLINE: February 7, 2020 at 2:00 P.M. (EST)
PRE-PROPOSAL MEETING DATE, TIME AND LOCATION: January 27, 2020 at 10:00 A.M. (EST) at Fort Wayne PTC, Board Room, 801 Leesburg Road, Fort Wayne, IN 46808	<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME:	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS:	
CITY – STATE – ZIP:	FORT WAYNE PUBLIC TRANSPORTATION COMPANY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, FORT WAYNE PUBLIC TRANSPORTATION COMPANY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE COMPANY. IT IS THE INTENT AND PURPOSE OF THE OF FORT WAYNE PUBLIC TRANSPORTATION COMPANY THAT THIS REQUEST PERMITS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF MAINTENANCE NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
TELEPHONE NO:	
FAX NO:	
E-MAIL:	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.	

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Signature _____ **Title** _____

Print/Type Name _____ **Date** _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

The Fort Wayne Public Transportation Corporation (FWPTC), appreciates your time and effort in preparing your proposal. All offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

- 1.1 Fort Wayne Public Transportation Corporation will receive written and sealed competitive proposals for Automatic Vehicle Location System until **2:00 P.M. (EST), February 7, 2020**, if date/time stamped on or before **2:00 P.M. (EST)** at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**RFP 1-2020 Automatic Vehicle Location System for Fort Wayne PTC**" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

**Tricia Lilly, Fort Wayne PTC
801 Leesburg Road
Fort Wayne, Indiana 46808**

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to Tricia Lilly, Fort Wayne PTC. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. Fort Wayne PTC assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or tele facsimile transmission. **FORT WAYNE PTC WILL NOT ACCEPT FAX PROPOSALS.**
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.
- 1.5 Fort Wayne PTC reserves the right to postpone the date and time for accepting proposals through an addendum.
- 1.6 A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of: form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind."

2 PRE-PROPOSAL MEETING

- 2.1 For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Request for Proposal (RFP) documents, **a pre-proposal meeting will be held on January 27, 2019, at 10:00 A.M. (EST) at Fort Wayne PTC, Board Room, 801 Leesburg Road, Fort Wayne, IN 46808.** All persons attending the conference will be asked to identify themselves and the prospective bidder they represent.
- 2.2 It is the bidder's responsibility to attend the pre-bid meeting though the meeting is not mandatory. Fort Wayne PTC will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.
- 2.3 Fort Wayne PTC does not discriminate against any person with disabilities. Fort Wayne PTC pre-bid meetings are available to all persons regardless of disability. If you would like information made available in a more accessible format or if you desire assistance, please contact the Fort Wayne PTC Mobility Manager, 801 Leesburg Road, (260) 432-4977 at least forty-eight (48) hours in advance of the conference.

3 CLARIFICATION OF REQUIREMENTS

- 3.1 It is the intent and purpose of Fort Wayne PTC that this request permits competitive proposals. It is the offeror's responsibility to advise Fort Wayne PTC's Director of Maintenance if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by Fort Wayne PTC no later than five (5) calendar days prior to the proposal closing date. A review of such notifications will be made.

3.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:

Maurice Pearl, General Manager
Fort Wayne Public Transportation Corporation
801 Leesburg Road
Fort Wayne, Indiana 46808
260-432-4977
mnp@fwcitilink.com

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 4.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and

requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

5 PROPOSAL COPIES

5.1 OFFEROR'S MUST SUBMIT THE ORIGINAL AND THREE COPIES OF THE SEALED PROPOSAL TO TRICIA LILLY, FORT WAYNE PTC PRIOR TO **RESPONSE DUE DATE/TIME**. FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED UNRESPONSIVE. The original must be clearly marked "**ORIGINAL**" and the copies must be clearly marked "**COPY**".

5.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, reports, charts, and other documentation submitted by offerors shall become the property of Fort Wayne PTC when received.

6 PROPOSAL PREPARATION COSTS

6.1 Issuance of this RFP does not commit Fort Wayne PTC, in any way, to pay any costs incurred in the preparation and submission of a proposal.

6.2 The issuance of this RFP does not obligate Fort Wayne PTC to enter into contract for any services or equipment.

6.3 All costs related to the preparation and submission of a proposal shall be paid by the proposer.

7 BUSINESS ENTERPRISE (DBE) REQUIREMENTS

7.1 Fort Wayne PTC hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

7.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

8 CONFLICT OF INTEREST

8.1 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Fort Wayne PTC.

8.2 By signing their proposal, the offeror certifies and represents to Fort Wayne PTC that the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

9 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign proposal will disqualify it.

10 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that Fort Wayne PTC is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an offeror's approach meets the desired requirements and needs of Fort Wayne PTC. Those criteria that will be used and considered in evaluation for award are set forth in this document. Fort Wayne PTC will thoroughly review all proposals received. Fort Wayne Public Transportation Corporation will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified offeror submitting the best proposal. **Fort Wayne PTC reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

11 EVALUATION PROCESS

- 11.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer, and/or an independent consultant.
- 11.2 Respondents to this RFP may be required to submit additional information that Fort Wayne Public Transportation Corporation may deem necessary to further evaluate the offeror's qualifications.
- 11.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.
- 11.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to Fort Wayne PTC. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

12 SELECTION

- 12.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to Fort Wayne PTC considering the relative importance of evaluation factors included in this RFP.

12.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT FORT WAYNE PUBLIC TRANSPORTATION CORPORATION TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

13 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

14 NON-APPROPRIATION

All funds for payment by Fort Wayne PTC under this contract are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Board of Directors of Fort Wayne PTC for the goods or services provided under the contract, Fort Wayne PTC will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and Fort Wayne PTC shall not be obligated under this contract beyond the date of termination

19 CONTRACT TERM

19.1 The contract shall be for a term of one year said date of term beginning upon formal approval. Fort Wayne PTC does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

20 PROTEST

20.1 All protests regarding the RFP process must be submitted in writing to the Director of Maintenance of the Fort Wayne PTC within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices deadlines, proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the Director of Maintenance. All staff recommendations will be made available for public review prior to consideration by the Board of Directors.

FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.

21 THE FORT WAYNE PTC RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, Fort Wayne PTC, or a duly authorized audit representative of the Fort Wayne PTC or the State of Indiana, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to Fort Wayne PTC under this Contract. In the event such an audit by Fort Wayne PTC reveals any errors or overpayments by Fort Wayne PTC, Contractor shall refund Fort Wayne PTC the full amount of such overpayments within thirty (30) days of such audit findings, or Fort Wayne PTC at its option, reserves the right to deduct such amounts owing Fort Wayne PTC from any payments due Contractor.

22 NON-ARBITRATION

Fort Wayne PTC reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court jurisdiction residing in Allen County, Fort Wayne, Indiana. Further, Fort Wayne PTC shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

23 ASSIGNING OR SUBLETTING THE CONTRACT

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Maintenance. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.

Federal Clauses

- 1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** No Government Obligation to Third Parties. All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)
 - (1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government

under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- 3 ACCESS TO RECORDS AND REPORTS.** Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract: 1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.2. Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) 1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit an inspection. 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(I) (11). FTA does not require the inclusion of these requirements in subcontracts.
- 4 FEDERAL CHANGES.** All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.
- 5 CIVIL RIGHTS REQUIREMENTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue. (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue. (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary, to identify the affected parties.

- 6 DISADVANTAGED BUSINESS ENTERPRISE (DBE).** Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs (a). This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The municipal corporation's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. (b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The Fort Wayne PTC deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offers will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the municipal corporation and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

- 7 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Wayne PTC requests which would cause the Fort Wayne PTC to be in violation of the FTA terms and conditions.

8 **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT).** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

- 9** **BUY AMERICA.** Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
- 10** **FLY AMERICA.** Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 11** **ACCESS FOR INDIVIDUALS WITH DISABILITIES.** Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which **prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA)**, as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:
- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

12 AMERICANS WITH DISABILITIES ACT (ADA) Bids shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

13 DRUG-FREE WORKPLACE All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to ensure that the County maintains a drug-free workplace.

14 ENERGY CONSERVATION All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

15 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) (2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees

to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- 2. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16 CHARTER SERVICE OPERATIONS Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

17 SCHOOL BUS OPERATIONS School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities

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

18 TERMINATION All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000 a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the municipal corporation's satisfaction the

breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default. d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract. e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience. g. Termination for Default (Transportation Services) if contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience. h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. The municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience. i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent and effective date of

termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience. j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- 19 LOBBYING. BYRD ANTI-LOBBYING AMENDMENT,** 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65[to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying. "Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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 the recipient.
- 20 CARGO PREFERENCE.** (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading.) (3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 21 Clean Air.** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 22 Clean Water.** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The

Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 23 CONTRACT WORK HOURS AND SAFETY STANDARDS.** (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages – The Fort Wayne PTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24 BREACHES AND DISPUTE RESOLUTION All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity. Please see Section 44 of the Generally Applicable Provisions of the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws that FTA administers.

Statement of Eligibility

I hereby certify that _____
(Name of Bidder)

Is / Is Not (Circle One) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm _____

Address _____

City _____ State _____ Zip Code _____

Signature of Authorized Person _____

Name _____

Type of Entity _____

Position and/or Title _____

Date _____

LIST OF SIMILAR CONTRACTS/REFERENCES

1. Project: _____
Contact Person: _____
Company Name: _____
Telephone Number: (_____) _____ - _____
Fax Number: (_____) _____ - _____
E-mail Address: _____

2. Project: _____
Contact Person: _____
Company Name: _____
Telephone Number: (_____) _____ - _____

Fax Number: (____) _____ - _____

E-mail Address: _____

3. Project: _____

Contact Person: _____

Company Name: _____

Telephone Number: (____) _____ - _____

Fax Number: (____) _____ - _____

E-mail Address: _____

4. Project: _____

Contact Person: _____

Company Name: _____

Telephone Number: (____) _____ - _____

Fax Number: (____) _____ - _____

E-mail Address: _____

Signature of Authorized Person _____

Name _____

Type of Entity _____

Title and/or Position _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for 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 the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20 _____

Company Name: _____

By: _____
(Signature of Company Official) (Title of Company Official)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to THE Fort Wayne PTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals,” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature _____

(Typed or Printed)

Name _____ Title _____

Company _____ Date _____

BUY AMERICA CERTIFICATE

(Equipment Procurements)

(Complete one of two sections)

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a). Federal Law found at 49 U.S.C. 5323(j) and 49 CFR Part 661 permits FTA participation on the contract only if steel and manufactured products used in the contract are produced in the United States. The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5

DATE _____

SIGNATURE _____

NAME _____

TYPE OF ENTITY _____

POSITION AND/OR TITLE _____

OR

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a). The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) but may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(A), 49 U.S.C. 5323(j)(2)(B), or 49 U.S.C. 5323(j)(2)(D) and the applicable regulations in 49 CFR 661.7

DATE _____

SIGNATURE _____

NAME _____

TYPE OF ENTITY _____

POSITION AND/OR TITLE _____

BUSINESS QUESTIONNAIRE

This questionnaire must be submitted for all potential Contractors and subcontractors listed on the Schedule of Participation.

1. Name of Proposed Contractor ("Business", herein): _____

Doing Business As: _____

(Other business name, if applicable)

2. Business Mailing Address: _____
Street Address

City State Zip Code

3. Business Telephone Number: () Fax Number: ()

4. Business Type: _____ Individual, _____ Corporation, _____ Partnership, or _____ Joint Venture

5. Number of Years in Business: _____

6. Annual Gross Revenue: (M represents Millions) _____

\$1M or less \$1M-\$5M \$5M-\$10M \$10M-\$16M \$16M or Over

7. Number of Employees: 50-100* 101-750 751-1,000 1,001 or over
less than 50

8. Is Business Owned by Minority Ethnicity? Yes No

9. Ethnic Group: Black American Hispanic American Native American
Asian Pacific American Subcontinent Asian American Other

10. Woman Owned? Yes No

11. Physically Challenged? Yes No

12. Type of Work Performed: Construction Wholesale/Distributor Manufacturing
Professional Service General/Technical Service Retail

13. Please provide a brief description of your materials and/or services:

14. Is the Business a subsidiary of another entity? Yes No

15. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

16. Is any litigation pending against the Business? Yes No

17. Has the Business ever been declared "not responsible"? Yes No

18. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? Yes No

19. Has the Business been a defaulter, as principal, surety or otherwise? Yes No

20. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?

Yes No

21. Is the Business in arrears upon a contract or debt? Yes No

22. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? Yes No

23. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? Yes No

24. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). The City reserves the right to inquire further with respect thereto.

25. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

26. Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with bidders account: _____

Federal Taxpayer I.D. number: _____

27. How were you notified of this solicitation? (Check all that apply - your response to this will help improve our Outreach efforts.)

Newspaper _____

The FWPTC Website _____

Television _____

E-mail _____

Telephone _____

Other (Identify) _____

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121.

* Contractors that employ 50 or more transit related employees will be required to submit a copy of their EEO program.

Printed Name: _____ Title _____

Signature of Owner: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

Date: _____

Questions about this document should be directed to the Contract Administrator

SCOPE OF WORK

To improve the quality of transit service, Fort Wayne Public Transportation Corporation (Fort Wayne PTC) is seeking a Vehicle Tracking System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a GUI map display available on a public website and viewable through various devices (Smart Phone, Kiosk, Bus Stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route, multiple routes and/or individual bus stops and be notified when the next bus is coming.

Real time tracking means that a vehicle's location is reported via an AVL device installed on each vehicle and transmitted to an internet server with a delay of not more than 10 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS) for transmitting the information to an internet server. Proposers shall indicate their recommended rate of transmission for a system such as this.

The Scope of Work shall be for the purchase and installation of an Integrated Intelligent Transit System, turnkey system consisting of the following two (2) components.

- 1. AVL System** - An Automatic Vehicle Location (AVL) system to be installed in a minimum of 40 transit buses and/or a maximum of 50 transit buses. Fort Wayne PTC Fleet list attached
- 2. OPTIONAL AVA System** - An **Automatic Voice Announcement (AVA)** system to be installed in a minimum of 40 Transit buses and/or a maximum of 50 transit buses.

Fort Wayne PTC will consider an Application Service Provider (ASP) or vendor-hosted solution as well as other alternatives. The long-term implication costs of both system types will be considered in the evaluation process.

3. Proposers General Obligations

The Proposer shall furnish the following items and services, as well as any additional items and services described in this RFP that is required to perform all described functions:

- Work Plan with project schedule and significant milestones
- Identification of the optimal hardware and system software requirements for the RFP.
- All application software required to implement the functional capabilities of this Specification.
- All needed engineering and technical support until Final Acceptance.
- Complete documentation for all Proposer-provided training and software.
- Onsite training of all Fort Wayne PTC staff.
- Project management and control, including periodic progress meetings with, and reporting to Fort Wayne PTC staff.
- Maintenance and support for all subsequent Technical Support periods.
- A Live Agent is required for Help Desk technical support. (Please provide hours)

4. Project Management

Project management will be a key responsibility of both the Vendor and Fort Wayne PTC. The Vendor's project manager assigned to this project shall have the authority to make commitments and

decisions that are binding on the Vendor. All communications between the Vendor and Fort Wayne PTC shall be documented and coordinated through the project managers.

The Vendor's Project Manager will be responsible for at least the following:

- Providing periodic updates to the Work Plan as needed. Changes to the Work Plan are subject to approval by Fort Wayne PTC Project Manager(s).
- Providing weekly or daily updates to the Project Schedule component of the Work Plan.
- Submitting written biweekly project status reports detailing progress toward fulfilling objectives in the Work Plan and its project schedule.
- Coordination of project resources and work so that milestones are met in an efficient manner. Tasks will be laid out so as to minimize implementation time and cost while taking into consideration resources and time constraints such as Fort Wayne PTC staff availability. The Proposer and Fort Wayne PTC Project Manager(s) will ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordination of all required deliverables including data conversion, documentation and training as required by contract.
- Attending Fort Wayne PTC meetings as requested by Fort Wayne PTC project manager(s).

5. Progress Reports

The Vendor shall prepare a written progress report on a monthly basis. The report shall be made available to Fort Wayne PTC at least two business days prior to each monthly progress review meeting in either electronic or printed format. The progress report shall include the following items:

- a) An update project schedule with explanations of any deviations from the planned delivery schedule.

The explanation shall include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the Vendor's Project manager is aware of them.

The Vendor shall highlight all changes to the schedule since the last progress report. Proposed schedule changes are subject to the review and approval of Fort Wayne PTC.

- b) An updated documentation schedule highlighting the documents to be transmitted for review during the next two reporting periods.
- c) An updated list of Vendor and Fort Wayne PTC action items with status and required resolution dates.
- d) A summary of pending and upcoming Vendor and Fort Wayne PTC activities during the next two reporting periods along with required completion dates. Where appropriate, both goal and "drop dead" completion dates may be identified.
- e) A description of current and anticipated project problem areas or risks and recommended steps to be taken to resolve each problem.

6. Weekly Conference Calls

The Vendor's Project Manager shall participate in weekly conference calls with Fort Wayne PTC Project Managers, who will coordinate with other Fort Wayne PTC staff as needed. The purpose of these

conference calls shall be to review any technical, schedule, action item, deliverable, coordination, or project management issues that need to be discussed in order to help keep the project on schedule. These conference calls shall be scheduled for a mutually agreeable time, preferably at the same day and time each week. These conference calls will be conducted informally, and both the Vendor and Fort Wayne PTC may propose topics to be discussed each week. A conference call for any given week may be canceled if both Project Managers agree to do so.

7. Implementation

This effort encompasses installation of new software, the transmission of data, conversion and input of the historical data, records, documentation and project management through cutover and formal acceptance. The Proposer will submit an implementation schedule with the RFP. The negotiated implementation schedule will become part of the Proposer expectations.

8. Installation, Testing, Acceptance

The AVL/AVA application must have availability of not less than 99.00% of the time from 5:00 AM through 4:00 AM Monday through Sunday.

a) Installation

Upon completion of the installation phase, the vendor shall notify Fort Wayne PTC in writing of readiness of the system installation for testing.

b) Testing

Once notified that the system is ready for testing, Fort Wayne PTC and the vendor will schedule a date for performance testing.

c) Testing Period

Fort Wayne PTC shall operate in test mode for a minimum of thirty (30) days, up to a maximum of ninety (90) days, during the testing period. During this time, Fort Wayne PTC will compile a list of issues, bugs, or software glitches that shall be the responsibility of the vendor to correct during an additional 30-day period.

d) Errors, Corrections, and Fixes

If, after transit system testing, the hardware and software does not perform to specifications or vendor representations, vendor shall be given thirty (30) days after notification of the problem to remedy the issue.

e) Final Testing

Upon satisfying all software and integration problems, etc., Fort Wayne PTC will again commence a final testing period for thirty (30) days to verify that the vendor has addressed all identified problems without any further issues.

f) Acceptance

After final testing is completed to the satisfaction Fort Wayne PTC, the General Manager or his designee will issue a letter of acceptance to the Vendor.

9. Training

Vendor is required to train Fort Wayne PTC personnel to proficiency on all software products offered. All training shall be conducted at Fort Wayne PTC offices located in Fort Wayne, IN and all training schedules will be coordinated with Fort Wayne PTC Project Managers.

a) Training Program

Vendor will be required to provide a combination of classroom and “hands-on training” for all software and hardware products offered. Training content and duration shall be stated specifically in the proposer’s written response to this procurement. All instructors shall demonstrate a thorough knowledge of the software and hardware covered in training.

b) Class Size

Vendor shall examine the Fort Wayne PTC staff size to assess the potential number of staff who will be required to attend vendor training on the various software products to be held at Fort Wayne PTC

c) Manuals and Documentation

Vendor shall provide five (5) copies of the software manuals for each product offered as part of this procurement. Vendor will also be responsible for supplying Fort Wayne PTC with any manual(s) update for the system and/or software timely. If Vendor has online manuals please state this in the Proposal.

d) Help Desk Support

Vendor shall provide Live Help Desk Support regarding questions or problems after Final Acceptance of software and hardware. Fort Wayne PTC expects vendors to include a minimum of three days of onsite support for Final Acceptance and to close out any issues or bugs in software or hardware.

10. General Characteristics of Product

1. Describe the proposed system architecture and identify its advantages and disadvantages.
2. Identify issues that Fort Wayne PTC should anticipate, and indicate how they are resolved using your system and services.
3. Describe additional software required to operate system efficiently, including operating system, network software, database, utilities (if applicable), report writer, and other additional software required to take full advantage of the system.
4. Describe your history of releasing enhancements to your software for the last two years.
5. Describe the training your company will provide and explain your experience in terms of how your training plan has improved other organizations’ ability to manage its resources and fulfill its mission more efficiently and effectively.
6. Describe your implementation services, with particular emphasis on planning, conversion, and process change management. Include a phased implementation plan.

11. Warranty / Customer Support Services

1. Standard Limited Warranty

The Contractor shall provide a minimum 3 year warranty on all equipment, hardware, software, etc. The warranty for all three (3) components shall commence once the entire system is fully functional; tested; accepted and documented by written correspondence as competed by Fort Wayne PTC. Fort Wayne PTC agrees to operate and maintain all equipment, hardware, software, etc., in accordance with the Contractors specific instruction in order to maintain all warranties. The Proposer must provide the following information:

- a. Describe the manufacturer's warranty and your plan to support the warranty for all system(s) requested in the RFP.
- b. Provide a copy of the warranty and maintenance agreements / terms.
- c. Describe the availability of parts and how you propose to maintain the installed system(s) during the warranty period.
- d. Describe your plan to provide service and customer support to Fort Wayne PTC after the warranty period is over.
- e. Describe the provision for customer service, including the personnel assigned and a description of the tasks for which they will be responsible.
- f. Provide a toll-free number for warranty, customer service and account inquiry during the hours of 8:00 am and 6:00 pm (Central time). Include information on evening and weekend support hours, rates and services.

12. Software Support

Software support during the three (3) year standard warranty period shall include technical support for all hardware and software with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates.

- a. Describe the established procedure for software support from one or more qualified firms to be available on a **three-hour response basis**, when needed by Fort Wayne PTC to assist with fault diagnosis and/or component replacement.
- b. The proposal shall include a list of the support firms, their responsibilities and the response arrangements.
- c. If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide, during the warranty period, supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.
- d. The Contractor shall conduct a one-day on-site follow-up analysis, including a written report on the findings of this analysis, on how the system is being used. This follow-up support effort shall be completed between 9 and 15 months after system acceptance.

13. Technical Support

On-site technical support shall be provided by the Contractor on an as-needed basis. Support personnel qualified to maintain the Contractor's equipment shall test and resolve operation and maintenance problems when qualified Fort Wayne PTC personnel have been unable to resolve those problems, during

the applicable warranty period. The contractor's personnel shall isolate failures, provide replacement parts, and respond to any warranty claims, including initiation and follow up of remedial actions. The contractor shall notify Fort Wayne PTC of any published technical service bulletins and provide remediation action to the affected equipment. Support personnel shall include field service engineers, technicians, and repair personnel as required. Support personnel shall be on Fort Wayne PTC property until the equipment has completed the acceptance testing, responding within 2 working days of Fort Wayne PTC's request thereafter for problems not resolvable through a remote help desk.

14. Maintenance Service Manuals

Fort Wayne PTC shall have, at a minimum, electronic access to block diagrams, exploded views, illustrated parts breakdowns, and schematic drawings and descriptions of assemblies and the relationship of components, subsystems, and systems. All documentation detailed in this specification shall be included irrespective of equipment manufacturer. Photographs may be used to support specific descriptions but are not sufficient alone.

15. Repair or Replacement of Faulty Components

During the three (3) year standard warranty period, the contractor shall repair or replace any faulty components at no charge. Fort Wayne PTC will follow the process as outlined below:

Fort Wayne PTC will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of receiving it.

- If the Contractor determines that a returned component is not faulty, Fort Wayne PTC shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.
- All components received back at Fort Wayne PTC from the Contractor will be tested in accordance with the original **Acceptance Test Procedure** (ATP), and returned to the Contractor if faulty accompanied by a certification.
- The Contractor shall pay all shipping charges to and from Fort Wayne PTC and any charges associated with the repair or replacement of faulty units.
- Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

16. System Wide Replacement

If at least 20% of a given component requires repair or replacement within the warranty period, the component shall be deemed to warrant system-wide replacement. System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault. Even if the system-wide replacement activity extends beyond the end of the warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

17. Customer Support Services

Extensive support will be required to ensure an efficient and successful implementation. Describe in detail how your services will support this effort, particularly in these areas:

1. Proposer must provide the following types of support, each with a guaranteed three (3) hour response by a staff member capable of addressing the situation.
2. Help desk service between 8:00 AM and 6:00 PM Eastern time. Calls are to be answered by staff member capable of resolving the problem or routing calls properly and expeditiously.

3. 24 Hour emergency support.
4. Electronic Mail.
5. Please describe how your program supports problem reporting through each of these media. Describe your support team and indicate percentage of staff available to take calls and of those, percentage of those competent to address various types of problems.
6. Please describe additional implementation services unique to your company.
7. Proposer must provide copies of all documentation and updates in a timely manner. Manuals must be process-oriented, clear, and easy-to-use.

18. AVL System

1. AVL Software Module

Shall include at a minimum:

- a) Web based mapping service such as Google maps for vehicle tracking of Fort Wayne PTC routes by the public on the Fort Wayne PTC website or a separate dedicated website.
- b) Ad-hoc maps and routine updates
- c) Administrator module to monitor bus location information, etc.
- d) Geo-fencing of vehicles including dispatcher alerts
- e) Navigational map tool/customer (passenger) interface module
- f) Route management module
- g) Vehicle location module
- h) Website information display
- i) Data storage and reporting
- j) Five year software updates at no charge
- k) Open source software is preferred but not required
- l) Ability to automatically export AVL data into the General Transit Feed Specifications real time for trip updates, service alerts, and vehicle positions.
- m) Public API for retrieval of AVL data can be accessed by Fort Wayne PTC and the public.

2. AVL Customer (Passenger) Interface Module

Shall include at a minimum:

- a) Provide a public interface to customers indicating bus location information displayed on a map on the Fort Wayne PTC website.
- b) Provide a mobile public interface to customers indicating bus location information displayed on a map and configured to properly display on all smart phones.
- c) Continuously update the web page to show the real time location of all buses by route, until the user closes the web page.
- d) Allow users to switch off certain routes so as to display a single route or a combination of user selected routes.

- e) Shall provide predictive estimate of bus arrival times at designated stops based on the average speed of the bus and traffic impacts. Customers shall be able to click on a designated stop and the map shall display the predictive estimate of the next bus arrival time.
- f) Automatically post relevant AVL system information to Fort Wayne PTC Twitter feed to communicate all buses that are operating more than 5 minutes behind schedule; to communicate all bus stops that are currently closed due to detours or other reasons; or to communicate a general message that all buses are operating on-time (defined as no more than 5 minutes late).

3. AVL Downtown Passenger Transfer Terminal Module

Proposers shall include in their Proposal a Downtown Passenger Transfer Terminal Module that can be exercised at the Fort Wayne PTC discretion within 120 days of contract award of the AVL System. Fort Wayne PTC desires to interface the Downtown Transfer Plaza customer information signs including the following:

- a) **(OPTIONAL)** Inside the passenger waiting area (building interior), a large screen monitor shall display a color map of all Fort Wayne PTC routes, the real time location of buses on all routes on the map, updated at least every 10 seconds. This large screen monitor shall be placed in an overhead location clearly visible to customers standing nearby. The map should be of sufficient size and scale to make it easily understandable and readable from a distance of 15 feet.
- b) **(OPTIONAL)** Inside the passenger waiting area (building interior), a large screen monitor (separate from the route monitor) shall display the predictive estimated arrival times of the next bus for each Fort Wayne PTC route. The format for this should be in large print so as to be easily readable by persons with visual impairments standing a reasonable distance from the monitor. Proposer shall provide the large screen monitor and all necessary mounting and installation, cabling, wiring, testing for proper functionality, etc.
- b) **(REQUIRED)** Outdoors at eighteen (18) locations under canopies near bus bays where customers wait for arriving buses, the vendor will interface with existing signage to display the real time arrival of buses and next departure time. Proposer shall provide cabling, wiring, testing for proper functionality, etc.
- c) Fort Wayne PTC shall provide at its own expense the conduit for all cabling to interior and exterior monitors, kiosks, and digital signs. The selected Proposer shall provide all other components, installation services, and testing for proper functionality for Downtown Passenger Transfer Terminal Module.

4. AVL Route Management Module

Shall include at a minimum:

- a) Provide dispatcher real-time information to manage daily operations and determine the location of any fixed route vehicle in service.
- b) Proposer shall provide and install a large screen color monitor for installation in the Fort Wayne PTC dispatch office to display the real-time location of all buses.
- c) Display the time each bus arrives at each stop, by route, and the “wait times” (e.g., the amount of time it will take for the bus to arrive at the stop).
- d) Display real time status (i.e., color-coding), with the emphasis on off-route or off schedule vehicles.

- e) Utilize the real time AVL information received from the vehicle to update schedule adherence in relation to its scheduled information, and display, system on-time performance statistics, relating to the overall performance of fixed route system.
- f) Provide detailed explanations of route management components and how they work with other components of the system.
- g) Provide screen shots of applicable windows describing key features, attributes, and the information available within the display and the management component.
- j) Shall generate the following reports, at a minimum:
 - a. Garage pull out/ pull in time
 - b. Vehicle and route utilization
 - c. Headway analysis report
 - d. Schedule adherence and on-time performance by route
 - e. Mileage Tracking by bus

5. AVL Administrator Interface Module

Shall include at a minimum:

- a) Provide sample screen shots and a high-level diagram of major menu options and administrative tools as part of the proposed web service system.
- b) Security to manage system access, including support for multiple security and access levels; applying different security levels to specific users.
- c) Incorporate the run/block numbers to allow for switches, from one run/block to another in response to traffic delays, high passenger loads, driver no-shows, etc.
- d) Allow Fort Wayne PTC staff to easily maintain the AVL System including a visual route creation element to add, delete, or revise routes; revise route numbers/names; revise bus stop locations, etc.
- e) Allow Fort Wayne PTC dispatchers to assign certain buses to routes manually.
- f) Provide a vehicle and route history function whereby Fort Wayne PTC staff can determine arrival times on specified dates at specified bus stops for certain buses or routes, speed of individual buses at certain dates/times and locations, driver login information by date/time.

6. AVL Functional Requirements

Shall include at a minimum:

- a) Accurately track bus locations en-route in real-time (delay not more than 10 seconds) and provide visual mapping displays.
- b) Software design shall be expandable to include all necessary interfaces to support the subsystems as well as other future functions.
- c) Develop the tracking website using internet mapping service such as Google Maps including: one integrated map with a detailed map of the Allen County streets, major landmarks; standard map display features (zoom in/out, panning etc.); an automatic refresh feature with the option of refreshing the map views 'upon-demand' by the dispatcher; capabilities to trace routes, place stops and landmarks on the map.

- d) Predict the arrival of the bus (both outbound and inbound) at the selected bus stop on a particular fixed route.
- e) Software to allow Fort Wayne PTC management to continuously track and monitor vehicles and bus operators, both in real-time and by using archived information. The following reports are required:
 - Vehicle Location Data (replay map)
 - Management reports that provide critical operational information relative to on-time performance.
 - Improved customer service data and reports to reduce call center inquiries.

19. (OPTIONAL) Automatic Voice Announcement (AVA) System Module

1. AVA Functional Requirements

The AVA System at a minimum shall include a Mobile Data Terminal (MDT) or similar style device that will incorporate color touch screen display, GPS receiver, cables, and a Standard Warranty. The Proposer shall procure and obtain the necessary wireless communication provider and cellular services for transmission of all GPS data necessary for the proper functionality of the AVA System. Cost of the wireless communication services shall be included in the Cost Proposal. All AVA related costs (including the cost of the MDT's, GPS receiver, cables, etc.) shall be itemized separately in the Cost Proposal.

At a minimum, the AVA System shall:

- a) Integrate with the proposed AVL component, provide automatic GPS-triggered voice announcements for all routes, and shall provide the announcement of key stops, major intersections, major destinations, and transfer points with other routes as required under the Americans with Disability Act of 1990 (ADA). Such automatic voice announcements shall be made in a way that provides customers with visual impairments on buses, announcements of upcoming key stops, major intersections, major destinations, and transfer points with other routes in a way that gives them sufficient time to signal the driver of their intention to disembark at the announced location so that the driver has sufficient time to make a safe stop.
- b) Shall provide the following key vehicle hardware components:
 - Automatic bus stop annunciator
 - Mobile data terminal (MDT) or similar style device
- c) Shall include all database programming and route mapping services necessary for the system to be fully functional, operational, and compliant with all ADA requirements relative to interior and exterior stop announcements. Audio announcements of each stop are to be synchronized to allow the same information to be concurrently presented to the passengers via the LED display inside the passenger compartment of the bus; The announcement must be made in a timely manner to allow the passenger adequate time to activate the stop request signal and subsequently for the driver to bring the vehicle to a safe stop.
- d) GPS receiver LED display inside the passenger compartment of the bus to display in text the voice announcement being made. Shall include all database programming and route mapping services necessary for the system to be fully functional, operational, and compliant with all ADA requirements relative to interior and exterior stop announcements. Audio announcements of each stop are to be synchronized to allow the same information to be concurrently presented to the passengers via the LED display inside the passenger compartment of the bus; The announcement must be made in a timely manner to allow the passenger adequate time to

activate the stop request signal and subsequently for the driver to bring the vehicle to a safe stop.

- e) Exterior voice announcements shall be programmed separate from interior announcements so as to trigger any time the front door of the bus is opened at a stop serving two (2) or more routes. These announcements shall be on the exterior speakers of the bus;
- f) All announcements shall be automatically triggered using location cues provided by the system's GPS component;
- g) Vendor shall provide training for Fort Wayne PTC staff and acceptance testing of the system;
- h) Announcements, shall include but not be limited to the following:
 - Major stops (as designated by Fort Wayne PTC)
 - Major intersections (as designated by Fort Wayne PTC)
 - Transfer points or stops served by two (2) or more routes (as designated by Fort Wayne PTC)
 - Cautionary warnings
 - Public service information
 - Advertising
- i) Annunciation of stops and other messages shall be: in English; of sufficient volume inside the bus to be heard during normal transit operations; of sufficient volume outside the bus at the front door so as to adequately inform riders waiting at the stop of the route number, the name of the route, and its direction of travel; and clearly enunciated so as to be easily understandable.
- j) The AVA System shall be easily maintainable by Fort Wayne PTC staff including adding/deleting bus stops, adding/deleting voice announcements, revising route structure and direction of travel, revising interior displays of voice announcements. The selected Proposer shall provide a comprehensive training program to Fort Wayne PTC staff on how to maintain the AVA System and make changes to programmed announcements and displays.
- k) The AVA System will have an administrator interface that allows the entering of new voice announcements, locations where such announcements will be triggered, routes where new or revised announcements will be made, selection of dates/times for certain public service announcements on certain individual routes, and display of all active announcements.
- l) Provide Fort Wayne PTC with a list of any customer complaints or issues within the past two years. What was the resolution to the complaints or issues?

Fort Wayne PTC Fleet List

Year	Manufacturer	Model	Qty
2002	Gillig	35' Low Floor	3
2006	Gillig	35' Low Floor	2
2008	Gillig	35' Low Floor	6
2009	Eldorado	Passport/ Chevy 5500 2008 chassis	1
2010	Gillig	35' Hybrid	7
2012	Gillig	35' Hybrid	2
2013	Gillig	35' Hybrid	5
2015	Gillig	40' Hybrid	4
2016	Gillig	40' Hybrid	1
2017	Gillig	40' Hybrid	1
2018	Gillig	40' Hybrid	2
2019	Gillig	Low Floor	2
2010	GLAVAL	Titan II/ Chevy 4500	1
2011	GLAVAL	Titan II/ Chevy 4500	1
2012	GLAVAL	Titan II/ Chevy 4500	1
2014	GLAVAL	Titan II/ Chevy 4500	1
2016	Champion	Titan II/ Chevy 4500	2
2019	Elkhart Coach	Ford E-450	1

CONTRACT TERM

The contract shall be for a term of one year, said date of term beginning upon formal approval. Fort Wayne PTC does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the 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, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Fort Wayne PTC to be in violation of the FTA terms and conditions.

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation

will be to recommend the firms who are most responsive to the herein described needs of Fort Wayne PTC. The proposal will be evaluated on the following criteria:

- A. **35% = Technical Specifications/System Requirements**
- B. **15% = Implementation and Training**
- C. **30% = Cost**
- D. **20% = Qualifications of Firm and Staff (including Experience and References)**

PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by Fort Wayne PTC.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
 - i) Cover letter addressed to the General Manager and the Board of Directors that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
 - ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
 - iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
 - iv) A brochure of past work, with emphasis on comparable projects.
 - v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.
 - vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
 - vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
 - viii) The Proposer must assure Fort Wayne PTC that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

- ix) Describe the Offeror’s methodology for handling errors and omissions.
- x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the Fort Wayne PTC. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.
- xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of Fort Wayne PTC that the program serves, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

(To be completed and returned with Proposal)

AVL Modules	One Time Cost for Required Buses	Software Per User Fee for Required Buses	One Time Cost for Required and Optional Buses	Software Per User Fee for Required and Optional Buses
AVL Software Module including all software, hardware, development, installation, materials, supplies, labor, services, training, data conversion fees, documentation and travel.				
AVL Customer Interface Module including all software, hardware, development, installation, materials, supplies, labor, services, training, data conversion fees, documentation and travel.				
AVL Downtown Passenger Transfer Terminal Module including all software, hardware, development, installation, materials, supplies, labor, services, data conversion fees, training, documentation, and travel.				
AVL Route Management Module including all software, hardware, development, installation, materials, supplies, labor, services, data conversion fees, training, documentation, and travel.				
AVL Administrators Module including all software, hardware, development, installation, materials, supplies, labor, services, data conversion fees, training, documentation, and travel.				
TOTAL ALL AVL MODULES				

AVL Module	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance and support for all AVL hardware and software, license fees, and cellular charges.					

(To be completed and returned with Proposal)

OPTIONAL AVA Module	One Time Cost for Required Buses	Software Per User Fee for Required Buses	One Time Cost for Required and Optional Buses	Software Per User Fee for Required and Optional Buses
AVA Module including all MDT and GPS receiver hardware, software, equipment, materials, installation, supplies, labor, services, data conversion fees, training, documentation, and travel.				

OPTIONAL Base AVA Module	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance and support for all AVA hardware and software, license fees, and cellular charges.					

OPTIONAL Interface with Automatic Passenger counters (APC's)	One Time Cost for Required Buses	Software Per User Fee for Required Buses	One Time Cost for Required and Optional Buses	Software Per User Fee for Required and Optional Buses
Maintenance and support for all AVL/AVA hardware and software, license fees. If applicable				

Reference Form

Please list three references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work.

REFERENCE ONE

Government/ Company Name: _____

REFERENCE ONE

Address: _____

REFERENCE ONE

Contact Person and Title: _____

REFERENCE ONE

Phone: _____

REFERENCE ONE

Fax: _____

REFERENCE TWO

Government/Company Name: _____

REFERENCE TWO

Address: _____

REFERENCE TWO

Contact Person and Title: _____

REFERENCE TWO

Phone: _____

REFERENCE THREE

Government/Company Name: _____

REFERENCE THREE

Address: _____

REFERENCE THREE

Contact Person and Title: _____

REFERENCE THREE

Phone: _____

III. INSURANCE

SECTION A. Prior to the approval of this contract by Fort Wayne PTC, the Contractor shall furnish a completed Insurance Certificate to Fort Wayne PTC, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. FORT WAYNE PTC SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO FORT WAYNE PUBLIC TRANSPORTATION CORPORATION.

INSURANCE COVERAGE REQUIRED

SECTION B. Fort Wayne PTC reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by Fort Wayne PTC based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by Fort Wayne PTC, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Indiana and acceptable to Fort Wayne PTC, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation	Statutory
or	
Occupational Accident (Non Subscriber)	\$500,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. Products/completed operations	Combined single limit for
b. Personal injury	bodily injury and property
c. Contractual liability	damage of \$1,000,000 per occurrence or its equivalent.
3. Comprehensive Automobile Liability insurance	Combined single limit of \$1,000,000 including bodily injury and property or its equivalent.
a. Owned/leased vehicles	
b. Non-owned vehicles	

c. Hired vehicles

4. **Technical E & O**

General Aggregate - \$1,000,000

Fort Wayne Public Transportation Corporation shall be named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of Fort Wayne PTC on all coverages.

ADDITIONAL POLICY ENDORSEMENTS

Fort Wayne PTC shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by Fort Wayne PTC, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name Fort Wayne Public Transportation Corporation and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days' notice to Fort Wayne PTC for cancellation, nonrenewal, or material change;
- c. Provide for notice to the Fort Wayne PTC at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against Fort Wayne PTC, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify Fort Wayne PTC in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement **CERTIFICATE OF INSURANCE**.

All notices shall be given to the Fort Wayne PTC at the following address:

Maurice Pearl, General Manager
Fort Wayne Public Transportation Corporation
801 Leesburg Road
Fort Wayne, Indiana 46808

SECTION D. Approval, disapproval, or failure to act by Fort Wayne PTC regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for

goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

Insurance Requirement Affidavit

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the Fort Wayne PTC, I will be able to, within ten (10) business days after being notified of such award by the Fort Wayne PTC, furnish a valid insurance certificate to the Fort Wayne PTC meeting all of the requirements defined in this proposal.

Contractor (Original Signature)

Contractor (Print)

CONTRACTOR'S BUSINESS NAME:

(Print or Type)

CONTRACTOR'S FIRM ADDRESS:

The Proposer must complete, sign and return as part of their submittal response.

NON-COLLUSION AFFIDAVIT

State Form 4391 (R4 / 1-00)

STATE OF: _____

COUNTY OF _____

} SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature

Printed name

Title

Company

Before me, a Notary Public in and for said County and State personally appeared, _____, who acknowledged the truth of the statements in the foregoing affidavit on this _____ day of _____, 20 ____ .
Signature of Notary Public

Printed or typed County of residence Commission expiration date name of Notary Public

This Service Agreement (this "Agreement") is entered into as of the ____ day of _____ 2020 ("Effective Date") by and between _____, (the Contractor), and Fort Wayne PTC.

RECITALS

WHEREAS, Fort Wayne PTC has issued a Request for Proposals RFP 1-2020, Automatic Vehicle Location System for Fort Wayne PTC.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of Fort Wayne PTC for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Automatic Vehicle Location System for Fort Wayne PTC Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, Fort Wayne PTC and Contractor agree as follows:

Fort Wayne PTC and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal
4. Exhibit C – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and C attached hereto.

Article 1 Services

- 1.1 The contract shall be for a term of one year said date of term beginning upon formal approval. Fort Wayne PTC does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.
- 1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of Fort Wayne PTC.
- 1.3 All funds for payment by Fort Wayne PTC under this Agreement are subject to the availability of an annual appropriation for this purpose by the Fort Wayne PTC. In the event of non-appropriation of funds by the Board of Directors of Fort Wayne PTC for the goods or services provided under the Agreement, Fort Wayne PTC will terminate the Agreement,

without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and Fort Wayne PTC shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Indiana and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Allen County, Fort Wayne, Indiana.
- 2.3 This Agreement and its Exhibits contains the entire agreement between Fort Wayne PTC and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the Fort Wayne PTC to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the 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, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not

perform any act, fail to perform any act, or refuse to comply with any requests which would cause Fort Wayne PTC to be in violation of the FTA terms and conditions.

- 2.10 At any time during the term of the contract, or thereafter, Fort Wayne PTC, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to Fort Wayne PTC under this Contract. In the event such an audit by Fort Wayne PTC reveals any errors or overpayments by Fort Wayne PTC, Contractor shall refund Fort Wayne PTC the full amount of such overpayments within 30 days of such audit findings, or Fort Wayne PTC, at its option, reserves the right to deduct such amounts owing Fort Wayne PTC from any payments due Contractor.
- 2.11 Fort Wayne PTC reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, Fort Wayne PTC shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.
- 2.12 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Maintenance. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION:

CONTRACTOR: _____