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North Township Trustee

LAKE COUNTY

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Hammond, IN

46320

(219)932-2530

REQUEST FOR PROPOSALS

(RFP 15-16)

DEMAND RESPONSE PUBLIC TRANSIT SERVICE

October 13, 2015

REQUEST FOR PROPOSALS

FINAL

www.northtownshiptrustee.com

Table of Contents

1. PROCUREMENT OVERVIEW	5
1.1 Contact Information	5
1.2 Solicitation Schedule	5
1.3 Method of Procurement	6
2. INSTRUCTIONS TO PROPOSERS	6
2.1 Deadline	6
2.2 Submission Instructions	6
2.3 Proposal Requirements	7
2.4 Inquiries	11
2.5 Late Proposal	11
2.6 Single Proposal Response	11
2.7 Pre-Submittal Conference	11
2.8 Compliance with Federal Requirements	11
2.9 Basis of Award.....	11
2.10 Exclusionary of Discriminatory Specifications:	12
3. SCOPE OF WORK	13
3.1 Dates of Service	13
3.2 Services, Policies, and Practices	13
3.3 Contractor Responsibilities	14
3.4 North Township Responsibilities	23
4. TERMS AND CONDITIONS ASSOCIATED WITH FTA CONTRACTS.....	24
4.1 General terms and conditions that govern the basic Agreement.....	24
4.2 Terms and Conditions applicable for all transit management or operations projects:	34
4.3 Terms and Conditions applicable for all transit operations projects:.....	35
5. EXHIBITS.....	43
5.1 Contractor Budget Worksheets.....	43
5.2 NON-COLLUSION AFFIDAVIT.....	51
5.3 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):.....	52
5.4 CERTIFICATION REGARDING LOBBYING.....	53
5.5 DBE PROGRAM COMPLIANCE	54
5.5.1 General Instructions.....	55
5.6 DBE FORM 1 - SCHEDULE OF DBE PARTICIPATION	56
5.7 DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION.....	57

5.8 DBE FORM 3 - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR.....58
5.9 DBE FORM 4 - DBE UNAVAILABILITY CERTIFICATION.....59

Demand Response Public Transit

RFP 15-16

Description: Contracted Services – Demand Response Public Transit

Method of Procurement: Competitive Bid

Date Issued: Tuesday, October 13, 2015

Issued By: The Office of the North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320

Written Correspondence to: Mr. Jerry Siska, Director of Transportation
siskaj@ntto.net

Contact: Mr. Jerry Siska, Director of Transportation
(219) 932-2530, ext. 342
siskaj@ntto.net

Deadline: Monday, November 16, 2015 at 12:00 PM CST

1. PROCUREMENT OVERVIEW

The North Township Trustee seeks proposals from qualified firms or organizations with experience in providing scheduled individual and/or shared rides for the public. The North Township Trustee currently offers a public demand response transit service. The purpose of this Request for Proposals (RFP) is to secure the services of a demand response public transportation provider to provide all operations of service in accordance with all North Township policies, standards, and procedures.

1.1 Contact Information

Copies of the Request for Proposals (RFP) may be obtained from the North Township Trustee's website at <http://www.northtownshiptrustee.com> or by contacting:

The Office of the North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320
ATTN: Mr. Jerry Siska, Director of Transportation
siskaj@ntto.net
(219) 932-2530, ext. 342

1.2 Solicitation Schedule

Optional Pre-Submittal Conference Date: Wednesday, October 22, 2015 at 10:00am CST

Pre-Submittal Conference Location: Office of the North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320
Downstairs Conference Room

RFP Release Date: Tuesday, October 13, 2015

Deadline for Inquires: Tuesday, October 27, 2015 by 12:00 pm CST

Responses to Inquiries: Thursday, October 29, 2015 by 3:30 pm CST

Deadline for RFP Submittals: Monday, November 16, 2015 at 12:00 pm CST

Submittal location: Office of the North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320
Submit to: Sabrina Bell located upstairs at this location Monday-Thursday from 8:30am CST to 4:30pm CST.

NOTE: The office is not open on Fridays

Interview Date(s): Tuesday, December 1, 2015 beginning at 10 am CST

Interview Location: Office of the North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320

Award date: Monday, December 7, 2015

1.3 Method of Procurement

The method of procurement will be Competitive Negotiation

2. INSTRUCTIONS TO PROPOSERS

2.1 Deadline

Proposals are due on or before 12:00 pm CST on Monday, November 16, 2015 and must be received by the North Township Trustee at the above address in a sealed envelope with the required notations.

2.2 Submission Instructions

Proposals shall be enclosed in sealed envelopes and directed to the North Township Trustee, 5947 Hohman Avenue, Hammond, Indiana 46320. The proposals must be labeled on the outside of the envelope with the RFP title and number as:

RFP 15-16 - Demand Response Public Transit Service

Provide one signed original document, 8 copies, and one copy on CD or flash drive. ***Fax and email submissions are not acceptable.***

The proposal must comply with all other requirements in the RFP; otherwise the proposal will be viewed as non-responsive.

Copies of the RFP for Demand Response Public Transit Service including instructions to vendors, the regulations, and the requirements of the Federal Transit Administration (FTA) are available for download off the North Township Trustee website at <http://www.northtownshiptrustee.com> . Interested prospective contractors may also request RFP 15-16 by contacting:

Mr. Jerry Siska, Director of Transportation
Office of the North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320
siskaj@ntto.net
(219) 932-2530, ext. 342

If a contract is awarded for Demand Response Public Transit Service it will be a firm, fixed-price contract which shall be awarded to a responsible and responsive Contractor whose proposal conforms to this request for proposals. The contract for public demand response services will be based on a per trip cost as specified in the project scope.

RFP 15-16 - Demand Response Public Transit Service, Add Vendor to List

If you want addendums, questions, answers to questions, and or etc., follow these instructions.

All questions and clarification are due by Tuesday, October 27, 2015 at 12:00 pm CST with subject line:
RFP 15-16 - Demand Response Public Transit Service.

2.3 Proposal Requirements

Proposals shall contain information that is relevant and demonstrates the proposer's capabilities to successfully undertake the project. Proposers are responsible for meeting all terms and conditions described in the Scope of Work and in this Request for Proposals (RFP). Proposers should endeavor to limit proposals to about forty (40) pages or less. For proposals to be accepted as responsive, the following items shall be included in all proposals:

- A. Description of Firm or Organization's Capabilities and Experience. Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar services have been provided. Such client list shall include the client organization name, address, contact person, telephone number, number of vehicles operated for client, proposer's responsibilities for the client (i.e. vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided.
- B. Description of the Firm's Personnel to Be Assigned to the Project. Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications through use of a resume for individual assigned locally to manage and assist in managing the project.
- C. Description of the Proposed Financial, Management, and Technical Resources. Proposals shall include a description of the firm or organization's financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial statements and/or audits including an income statement and balance sheet, supplemented if necessary by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project. In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the project including technical resources. Proposals shall also include a description of the insurance coverage to be provided for workers comp insurance, comprehensive general liability, and automobile liability. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.
- D. Description of the Proposed Staffing, Training, Startup, and Implementation Plan. The proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle operators, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall include the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project. Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are

properly trained in the performance of their duties with emphasis on safety, ADA requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the proposer shall address refresher training including frequency and content. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall demonstrate the proposed progress to be made toward successful startup and ongoing implementation of the project. It shall be the proposer's responsibility to pay for and bear the financial cost of all said training and the proposal shall address proposer's ability, willingness and readiness to so.

- E. Description of the Proposed Vehicles. The proposer shall describe the vehicles proposed to be used in revenue service. The proposer will provide vehicles that are accessible and meet the Americans with Disabilities Act requirements for public transportation. All vehicles and replacements used will be no more than five years old and will be equipped with a wheelchair lift. Proposer shall list the number of ADA-accessible vehicles Proposer intends to have available at all times to meet the requirements of the contract.
- F. Description of the Proposed Vehicle Maintenance Plan. The proposer shall adhere to a detailed vehicle maintenance plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The vehicle maintenance plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted), details regarding the steps in the preventative maintenance program including scheduled inspection intervals, and maintenance program for preventative maintenance and repair of vehicle accessories such as wheelchair lifts and communications equipment. The proposer shall include written information about the proposer's vehicle maintenance plan in the proposal including the names of the service provider.
- G. Proposed Per Trip Fee. Said per trip fee shall be the sole means of compensating and reimbursing Contractor and must include all Contractors' anticipated costs (maintenance, fuel, personnel, or otherwise as specified in the Project Scope). The per-trip fee shall be provided as part of the Proposer's response. There shall be no allowance of "no show" fees and the proposal shall acknowledge same.
- I. Addendum. Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to the prospective proposers. All such addenda shall become part of the contract.
- J. Rights of Rejection. The North Township Trustee reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason or no reason at all.
- K. Responsive Proposals. North Township, through the Township Board or its designee, shall determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to proposers, and legal requirements of the RFP. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed non-responsive, and accordingly rejected.
- L. Responsible Proposals. North Township shall award contracts only to responsible proposers who possess the potential to perform successfully under the terms and conditions of the

Request for Proposals. Consideration shall be given to such matters as proposer integrity, record of past performance, and accessibility to financial and technical resources. The proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by North Township clearly indicates that the proposer is not responsible and the Township has doubts about the productive capacity or financial strength of a proposer which cannot be resolved affirmatively, a determination that the proposer is non-responsible shall be rendered.

- M. Withdrawing Proposals. After proposals are opened by North Township, the proposer may not withdraw proposals for sixty (60) calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the Office of the North Township Trustee no later than the exact date/time for proposal opening.
- N. Communications with Proposers. After release of the RFP, all communication must be in writing to the Office of the North Township Trustee. All questions must be received by Tuesday, October 27, 2015 at 12:00 pm CST. Questions received will be reviewed and the Trustee's written response will be sent to all proposers and prospective proposers and posted to Township's website.
- O. Errors in Proposals. Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the proposer's own risk and he/she cannot secure relief on the plea of errors.
- P. Financial Statements. Proposers may be requested to submit additional financial statements to demonstrate that the proposer is financially responsible to receive the award.
- Q. Taxes. North Township is exempt from payment of federal, state, and local taxes. As such, taxes shall not be included in proposal prices. North Township shall furnish the necessary tax exemption certificates.
- R. Performance Bond. A performance bond may be required from the successful proposer in the amount of 10 percent of the annual contract value. The contractor shall be capable of providing such a performance bond at a reasonable cost. North Township shall determine the need for any performance bond.
- S. Assignment of Contract. This contract may not be assigned in whole or in part without the written consent of North Township.
- T. Subcontracting. Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advanced written approval of the North Township Trustee.
- U. Applicable Law and Venue. The work performed by the successful proposer in response to this RFP shall be in compliance with all applicable Federal, state and local laws and their respective rules and regulations. This compliance shall be at the successful proposer's

expense. Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in the Lake Circuit or Superior Courts, Lake County, Indiana.

V. Indemnification. The selected firm shall indemnify and hold harmless North Township, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts or omissions of its employees, servants, agents or any other party acting on their behalf. North Township will give notice of any suits or claims instituted that relate to the firm and will, upon request, provide information to the firm for defending itself.

W. Required Certifications All proposers shall complete and submit the following certifications.

Exhibit A: Non Collusion Affidavit

Exhibit B: Debarment Certification

Exhibit C: Lobbying Certification

Exhibit D: DBE Forms

X. Protest Procedures Bid protests based upon restrictive specifications or alleged improprieties in this solicitation that are apparent prior to bid opening must be received by the North Township Trustee, in writing, three (3) working days prior to the deadline date for submission of bids.

- Protest of a decision concerning a contract award made by the North Township Trustee, or its Board must be received by the North Township Trustee in writing within five (5) working days after the date of the contract award.
- A protest shall include the name and address of the protestor, the bid/proposal number, the grounds for the protest, and any supporting documentation. The North Township Trustee shall notify the protestor in writing and in a timely manner, of its receipt of the protest.
- If the protest is received prior to the bid/proposal opening, all interested parties may be notified and the opening of bids/proposals may be postponed. If the protest is received after a contract award, the award may be withheld until a local decision is rendered concerning the protest.
- The North Township Trustee will review the protest with any supporting documents submitted and FTA Circular 4220.1F. A conference will be held with appropriate staff. The North Township Trustee shall make a decision regarding the protest and notify all affected parties of such decision in writing.
- Any protest which is not resolved at the local level between the North Township Trustee and the protester may be filed with the Northwestern Indiana Regional Planning Commission (NIRPC) in accordance with the NIRPC Protest Procedures outlined in NIRPC's FTA Procurement Procedures Manual which can be downloaded at: http://www.nirpc.org/FinancePersonnel/Sub_Recip_Info.htm .

2.4 Inquiries

Any questions related to this solicitation shall be directed to Jerry Siska. Questions shall be submitted in writing or by e-mail. Any correspondence related to the solicitation should refer to the appropriate solicitation number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding. All questions and answers will be shared with the mail/e-mail list and posted on the North Township Trustee website <http://www.northtownshiptrustee.com> .

It is the interested party's responsibility to contact Jerry Siska to be added to the mail/e-mail list. If the interested party is not on that mail/e-mail list, they will not be sent any addendums, questions, answers, etc. This can be done by submitting an email to Jerry Siska at siskaj@ntto.net with the subject line "email list".

2.5 Late Proposal

Proposals are "late" when the North Township Trustee receives them after the submittal deadline. When a late proposal is received and it is clear from available information that it cannot be considered for award, the Director of Transportation shall promptly notify the proposer that the received late proposal will not be considered. Proposals mailed in before the submittal deadline, but received after, are LATE.

2.6 Single Proposal Response

If only one responsive proposal is received in response to the solicitation request, the North Township Trustee shall conduct a cost analysis in order to facilitate a determination of the fairness and reasonableness of the proposal price. The single proposer shall be requested to submit cost information.

2.7 Pre-Submittal Conference

A pre-submittal conference will be held on Wednesday, October 22, 2015 at 10:00 am CST the offices of the North Township Trustee, 5947 Hohman Avenue, Hammond, Indiana 46320. Vendor participation is optional. Vendors are encouraged to submit questions regarding the RFP prior to the pre-submittal meeting. Questions and answers will be distributed following the pre-submittal meeting to all vendors on the vendor list. The questions and answers will also be posted on the North Township Trustee's website at <http://www.northtownshiptrustee.com>.

2.8 Compliance with Federal Requirements

Proposing firms must not be on the Comptroller General's list of ineligible firms.

The successful proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Disadvantaged Business Enterprises shall be afforded full opportunity to submit proposals.

2.9 Basis of Award

The award will be made to the most responsive and responsible vendor according to the Evaluation Criteria and point values shown on the following chart

Evaluation Criteria	Maximum Points
Capability and experience of the firm and supervisory personnel in operating public transportation services, and to successfully	30

carry out the required services and meet required service standards, particularly accessible transit services in similar communities.	
Adequacy and quality of proposed vehicles, equipment, and maintenance program.	20
Adequacy and quality of proposer's staffing, training, startup and implementation plans.	20
Operating Costs	25
Adequacy of proposer's response to all other requirements, terms and conditions of this RFP.	5
TOTAL POINTS	100

North Township reserves the right to identify a short list of proposers for interviewing prior to awarding of a contract. Interviews, if needed, will be held at the Office of the North Township Trustee, Hammond, Indiana, by appointment.

North Township assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. A contract shall be awarded to the most responsible and responsive proposer whose proposal is most advantageous to North Township, with cost and other factors considered.

The North Township Trustee reserves the right to accept proposals without interviews, negotiate with selected vendors, or reject all proposals. The proposal must comply with all other requirements of the RFP. Failure to do so will be viewed as non-responsive and the proposal will be rejected. North Township hereby notifies Proposers that any contract entered into shall include a clause allowing the North Township to terminate the contract for any reason or no reason at all.

2.10 Exclusionary of Discriminatory Specifications:

Apart from inconsistent requirements imposed by Federal Statute or regulations, the North Township Trustee agrees to comply with the requirements of 49 U.S.C § 5323(h)(2) by refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

3. SCOPE OF WORK

The North Township Trustee is seeking an outside agency or firm for the operation of a demand response public transportation service. The scope of this project includes the provision of all vehicle operators (drivers), vehicles, maintenance and cleaning of vehicles, supervision of services, dispatching of vehicles, and administrative and customer service functions to support an expanded transit service operation.

3.1 Dates of Service

The service will begin January 1, 2016, and is to be in effect for a one (1) year period, with a North Township Trustee option to extend the service for up to four (4) additional one-year periods. The existing service is funded with a combination of federal (Section 5307) transit funds, state, (Public Mass Transit Fund) and local (township property taxes). Currently the demand response service is provided using a fleet of seven (7) body-on-chassis vehicles that are accessible to people with disabilities. Current ridership averages 3700 to 3800 trips per month. That figure is a combined number between both the Dial-A-Ride vehicles and the purchased transportation provider.

Year One constitutes the period of January 1st, 2016 through December 31st, 2016.

Year Two constitutes the period of January 1st, 2017, through December 31st, 2017.

Year Three constitutes the period of January 1st, 2018, through December 31st, 2018.

Year Four constitutes the period of January 1st, 2019, through December 31st, 2019.

Year Five constitutes the period of January 1st, 2020, through December 31st, 2020.

3.2 Services, Policies, and Practices

The following is a description of the key service policies and practices relative to an expanded transit service:

- A. Service Description. The proposed expanded transit service is a demand response public transit service. Federal rules prohibit trip prioritization and service is provided on a first come-first served basis.
- B. Service Area. Service area is all areas within North Township in Lake County, Indiana, with potential for selected destinations outside of North Township on a group basis.
- C. Service Days and Hours. Service hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday. Dial-a-Ride will be closed on township approved holidays. The North Township Trustee reserves the right to change the service area and service schedule, days, and times as needed. The North Township Trustee shall be responsible for conducting all required public meetings and hearings related to service changes as required by the FTA.
- D. Vehicles. Vehicles for the expanded service will be provided by the Contractor. Vehicles should comply with the descriptions in Section 4(E) and all other requirements in this RFP. Alternative proposals for type and components of vehicles will be considered.
- E. Township/Vendor Communications. In order to respond to Township contact for rides, the selected Vendor shall provide for an appropriate number of telephone lines and acceptable telephone equipment that will be solely dedicated to the expanded transit service. Contractor shall also ensure that adequate staff is assigned to answering these phone lines

in a professional and courteous manner and are able to give accurate information to the township schedulers about the service and to take, record, and transmit requests.

North Township shall continue to take in, process and respond to each customer request for transport. The above guidelines are to ensure that the Vendor has adequate facilities to deal with calls from Township personnel.

- F. Customer Service. North Township will maintain full authority over and will handle the taking of any and all complaints regarding Vendor's service. To that end, Vendor will be required to post a 4" by 14" sign in each vehicle stating "North Township Dial-A-Ride Customers: How Was the Service? Tell us at 219-923-2530 ext. 4". Moreover, North Township customer complaint forms must be available on each vehicle in a prominently displayed location along with self-addressed stamped envelope addressed to the North Township Trustee Director of Transportation.

3.3 Contractor Responsibilities

- A. Vehicles. All revenue vehicles shall be equipped at all times with the following safety and accessibility equipment: a fire extinguisher (with up-to-date annual inspection tag), first-aid kit, blood borne pathogen kit, two (2) complete sets of wheelchair securement belts or devices, functioning communications equipment, and a set of safety triangles. The contractor shall also make available the use of a boarding wheelchair to be used to assist semi-ambulatory persons in the boarding of vehicles upon advanced request.
- B. Fleet Management. The contractor shall have sole responsibility for preventative maintenance, repair, and cleaning of their own vehicles. The contractor shall take the greatest care to ensure that all vehicles are in safe and good operating condition at all times. The contractor shall ensure that sufficient numbers of vehicles are available to properly provide service at all times. The contractor shall properly document all preventative maintenance, repairs, and cleaning and allow for the inspection of such documentation by North Township upon demand during normal business hours. Preventative maintenance inspections must be regularly accomplished at intervals that meet or exceed the manufacturer's recommended standards, procedures, and intervals. The contractor shall provide to North Township documentation relative to the vehicle manufacturer's recommended standards for preventative maintenance.

Cleaning schedules for all public demand response service vehicles shall be as follows:

- Daily – All vehicles shall be swept or vacuumed so as to remove all loose debris. Dust shall be wiped from all surfaces including seats, dashboards, and handrails. Windows and mirrors shall be cleaned in a manner to ensure good visibility for the driver and passengers.
 - Twice Weekly – The vehicle interior shall be wet mopped with a detergent and disinfectant solution. Vehicle exterior shall be washed with a detergent including wheel rims and/or hubcaps.
 - Semi-Annually – Each vehicle shall be compounded and waxed.
- C. Safety/Deficiencies. The Contractor shall repair and monitor all safety-related deficiencies immediately. All non-safety related deficiencies shall be repaired within seven (7) calendar

days. All costs associated with correcting vehicle deficiencies shall be at the Contractor's expense.

- D. Staffing and Supervision. The contractor shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. Cost for all personnel including drivers and other staff shall be included in the contractor's proposed cost per trip cost.

The contractor shall hire and properly train an on-site manager who has overall responsibility for managing the expanded demand response transit service program efficiently and effectively. The contractor's manager shall be regularly accessible to North Township staff to deal with daily operational issues. The on-site manager shall be the point of contact for communication between North Township and the contractor regarding aspects of service and management. The contractor shall maintain a supervisor on-duty and accessible to North Township staff during all hours that expanded transit service is in operation.

The contractor shall be responsible for provision of service in a safe, efficient, and effective manner. Dispatching shall be carried out in a manner which maximizes the productivity of service while meeting the standards for service quality established by North Township.

In assigning drivers to the expanded public demand response transit service, the contractor shall ensure that all expanded demand response transit service drivers meet the following minimum requirements:

- All drivers shall treat all customers with courtesy and respect at all times. All drivers shall complete sensitivity training. Such training is available from a variety of sources. A free six-hour course at the sole expense and cost of the proposer is available at Everybody Counts which would satisfy this requirement. Documentation of driver training shall be provided to the North Township Director of Transportation.
- All drivers shall have the capability to speak, write and understand English.
- All drivers shall have a good knowledge of the entire service area in order to efficiently and effectively provide scheduled service.
- All drivers shall be properly trained in the operation of any vehicle they operate including all safety and accessibility equipment. Contractor shall maintain documentation of all such training and provide it to North Township upon request.
- All drivers shall be properly trained with respect to drug and alcohol awareness, dealing with blood borne pathogens, defensive driving, and passenger assistance techniques. Contractor shall maintain documentation of all such training and provide it to North Township upon request.
- All drivers must maintain a valid license and DOT medical exam (if applicable) in the State of Indiana at all times for the type of vehicle they drive in expanded transit service.
- All drivers shall have no more than two (2) moving violations in the last three (3) years.

- All drivers shall have no more than one (1) at-fault accident with citation issued in the last three (3) years.
- All drivers shall have no convictions for driving under the influence of alcohol or drugs or driving while impaired in the past seven (7) years.
- All drivers shall have no convictions for reckless driving within the past four (4) years.
- All drivers shall have no convictions for leaving the scene of an accident in the past four (4) years.
- All drivers shall have no felony convictions.

The contractor shall review and maintain the driving record at least annually of all employees who drive the contractor's vehicles to ensure the minimum requirements are met with respect to the driving record of contractor employees. North Township reserves the right to require the contractor to remove "for cause" an employee assigned to the expanded transit service program. North Township shall have no liability or obligation to the contractor or the contractor's employee who by reason of his/her motor vehicle record or other cause is removed from the expanded demand response transit service.

- E. Contractor's Driver Responsibilities. The primary responsibility of the contractor's drivers shall be the safe operation of vehicles and safe transport of expanded transit service customers. The contractor shall take all necessary steps to ensure that drivers and other contractor employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers.

Driver responsibilities include but are not limited to the following:

- Conducting a proper pre-trip inspection of the vehicle prior to leaving the contractor's facility and documenting the inspection.
- Wearing seat belts at all times while vehicles are in operation.
- Ensuring that passengers are encouraged to wear seat belts where available at all times while vehicles are in operation.
- Using the highest degree of care in loading, unloading and securing all wheelchairs, scooters and other passenger accessibility devices.
- Properly assisting all passengers with safe entry and exit from the vehicle.
- Driving safely and displaying proper respect and courtesy to other motorists.
- Obeying and following all traffic laws and regulations at all times.
- Not driving any contractor vehicle while under the influence of alcohol or drugs.
- Reporting all vehicle or passenger accidents immediately to the contractor's dispatcher.

- Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and/or the contractor's dispatcher.
- Utilizing all safety and emergency equipment properly and at appropriate times.
- Having valid driver's license and DOT medical exam (if applicable) in possession at all times while operating contractor's vehicle.
- Reporting road calls to the contractor's dispatcher promptly.
- Treating all passengers and the general public with courtesy and respect at all times.
- Having good knowledge of the service area to ensure efficient and effective service.
- Legibly recording actual pickup and drop-off times on the daily driver manifest as well as actual mileage, no shows, cancellations, and any other pertinent data.
- Wearing official uniforms in a neat and appropriate manner.
- Properly identifying themselves to customers upon request.
- No eating, drinking, smoking or playing loud music while operating a vehicle in revenue service under this contract.
- Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.
- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- No cell phone usage of any kind while driving a contractor's vehicle in service for the public demand response transit service.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

Fare Collection. No fares shall be collected from any customer by Contractor. However, the North Township Trustee reserves the right to require the Contractors' drivers to collect a fare on behalf of the North Township Trustee. A fixed per trip fee will be the sole means of compensating and reimbursing the Contractor and should include all Contractors' anticipated costs (maintenance, fuel, personnel or as otherwise specified in the Project Scope).

F. Billing. No later than ten (10) days following the end of the calendar month, the Contractor shall submit an invoice for services for the previous month to the North Township Trustee. All invoices shall be timely and correct. Invoices shall be accompanied by a summary explaining all charges and credits.

Invoicing for expanded transit service under this contract shall be once monthly. The invoice will identify the number of vehicle revenue hours and miles of service for the expanded transit service, and shall list the date and time of each trip, as well as the name, address, and phone number of the customer served. North Township will pay an approved invoice within 30 days.

G. Documentation of Service Provided and Maintenance of Financial and Operating Records.

The contractor shall be responsible for completing and submitting to North Township certain forms as designated by North Township including but not limited to completed daily driver reports, monthly operating data, and any other reasonable data as needed by North Township. Such data shall be submitted to North Township as follows:

- Monthly Operating and Financial Data. No later than ten (10) days following the end of a calendar month, the contractor shall deliver to North Township monthly operating data including: total passenger trips carried, total revenue miles, total revenue hours, total road calls, total collision accidents, a summary of customer complaints and actions taken, and number of missed trips along with the monthly invoice described in the previous section.
- 100% Passenger Miles. The contractor shall report 100% of passenger miles within 60 days following the end of the calendar year to the North Township Trustee.
- Vehicle Maintenance Records. The contractor shall fully document in a timely manner all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. The contractor shall allow North Township to review such records immediately upon request during normal business hours.
- Drug and Alcohol Testing Records and Data. The contractor shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the contractor shall allow North Township to review such records immediately upon request during normal business hours and/or in the case of an accident occurring outside normal business hours. The contractor shall report drug and alcohol testing data to North Township on a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.
- Fuel Summary Reports: Fuel summary reports shall be supplied with each invoice that contains the number of gallons of fuel used for the transportation of townships clients, including but not limited to any alternative fuels.
- Training Records. The contractor shall maintain records of all employee training and allow North Township to review such records immediately upon request during normal business hours. Records of training related to drug and alcohol awareness, ADA training, sensitivity training, safe driver training, and supervisor alcohol and drug detection training shall be included.

- Other Required Records. Contractor shall provide any data, information, documentation, testimony, cooperation and/or take any reasonable action necessary to maintain North Township's compliance with any of its duties under state or federal law including but not limited to its reporting duties to the FTA or other state, regional, or federal agencies. The contractor shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to recordkeeping and data collection shall be at the contractor's expense.

Records which relate to litigation or the settlement of claims arising out of the performance of this agreement, or costs under the agreement as to which exception has been taken by the auditors, shall be retained by the contractor until such litigation, claims, or exceptions have reached final disposition.

H. Right of Entrance upon the Contractor's Property. The contractor shall permit and allow any and all duly authorized North Township employees or representatives to enter upon any part of the contractor's property or facilities during normal business hours for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project upon notice by North Township of its intent to make such entry. No notice shall be required for on-road vehicle inspections to be conducted by North Township. The contractor shall instruct its drivers to allow North Township personnel or representatives to have right of entry on vehicles upon showing proper identification.

I. Training. The contractor shall be responsible for properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. All training costs shall be at the expense of the contractor. At a minimum all contractor employees shall be trained as follows:

- Within three (3) months of the effective date of the contract for service provision, each of the selected vendor's employees assigned to this project shall complete the following training: basic class in first aid; sensitivity training with respect to meeting the needs of persons with disabilities; passenger assistance techniques or comparable training; drug and alcohol awareness training, blood borne pathogens training; National Safety Council defensive driving course or comparable class as approved by North Township in advance. Sensitivity training is available from a variety of sources. A free six-hour course is available at Everybody Counts which would satisfy the sensitivity training requirement.
- Within three (3) months of the effective date of the contract for service, each driver supervisor assigned to this project shall have also completed drug and alcohol use detection training.

J. Insurance Requirements. The contractor shall be required to maintain at its expense the following minimum insurance coverage:

- Workers Compensation and Employer's Liability. Workers compensation and Employer's Liability insurance shall be maintained at the minimum levels required by the State of Indiana.

- Comprehensive General Liability. The contractor shall provide and maintain comprehensive general liability coverage for bodily injury and property damage of \$1,000,000 combined single limit for any one occurrence.
- Automobile Liability. The contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$5,000,000 for any one occurrence.

All insurance coverage required to be maintained or provided by the contractor must be with insurance companies licensed and admitted by the State of Indiana. All comprehensive general liability and automobile liability policies must name North Township and all its agents, employees, and board members as additional named insured. Certificates of insurance for all the above-listed coverage shall be submitted to North Township on an annual basis and when carriers or coverage limits change.

All insurance costs shall be at the expense of the contractor. Failure to maintain all insurance coverage for the duration of the project as listed above may result in immediate termination of contract.

- K. Accident/Incident Reporting. All vehicle and/or personal injury accidents shall be reported verbally by phone or fax to the North Township Director of Transportation immediately. A complete written report shall be forwarded to the Director of Transportation providing details within forty-eight (48) hours of the accident. The contractor shall make its employees available to the Township Trustee for interview as part of the Trustee's efforts to determine if the accident was preventable.

All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone or fax to North Township immediately.

- L. Performance Monitoring. North Township shall periodically monitor contractor's performance relative to on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle appearance, driver appearance, completion of daily manifests by drivers, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories. Such monitoring shall be used by North Township to determine liquidated damages to be assessed the contractor for not meeting performance standards included in this RFP. All liquidated damages assessed against the contractor shall be solely determined by North Township.

- M. Safety and Security. The contractor shall establish and manage all aspects of a safety and security program including, policies, administration and procedures, personnel and training, safety reporting, and safety training. The contractor shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5307(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight".

- N. Drug and Alcohol Testing. The contractor shall establish and maintain effective procedures for pre-employment, random, post-accident, reasonable suspicion and follow-up drug and alcohol testing of all safety sensitive employees in full accordance with regulations as promulgated by the U.S. Department of Transportation and/or Federal Transit Administration (FTA), as amended. This shall also include regulations relative to the Drug Free Workplace Act.

As an employer, the contractor is responsible for meeting all applicable requirements and procedures of the U.S. DOT and FTA and for all actions of its officials, representatives, and agents. The contractor's good faith use of a service agent is not a defense in an enforcement action initiated by a DOT agency in which contractor non-compliance may have resulted from a service agent's conduct.

All costs associated with compliance with all aspects of drug and alcohol testing regulations and the Drug Free Workplace Act are the full responsibility of the contractor. Any failure to conduct said post-accident or other testing shall be grounds for immediate termination and revocation of the contract.

- O. Driver Uniforms. The contractor shall ensure that all its drivers are required to wear a neat and clean uniform. This includes appropriate shoes, shirt, pants, jacket, and identification of the employee. Costs for all uniform items shall be at the expense of the contractor.
- P. Customer Complaints. All complaints will be handled by the North Township Trustee's Office in accordance with already established policies. North Township requires Vendor to abide by its findings in the Complaint process and to provide written documentation of steps taken to address the Complaint and to prevent similar complaints in the future.
- Q. Complaint Forms. Complaint forms with telephone numbers will be provided to customers to allow complaints to be filed directly with North Township. In the event a complaint is made directly to the Contractor, the Contractor shall take the following steps; 1) provide the passenger with the Township's complaint form and a self-addressed stamped envelope to report the complaint directly to North Township, and; 2) report the complaint within 24 hours to North Township.
- R. Missed Service. The contractor is responsible for successfully completing and carrying out all scheduled service in a timely manner. The contractor shall report immediately to North Township any scheduled service missed for any reason.
- S. Liquidated Damages. Performance standards have been established that will be monitored by the North Township Trustee during the duration of the project.

For this reason, liquidated damages shall be assessed. The North Township Trustee shall have sole discretion in determining whether performance standards have been met or not met and in the assessing of liquidated damages. North Township shall assess liquidated damages for categories 1 and 2 within thirty (30) days following the end of each project year. For all other categories, the North Township Trustee shall assess liquidated damages within thirty (30) days following the end of each quarter. All liquidated damages for failing to meet performance standards shall be deducted from the contractor's next monthly payment.

Category	Performance Standard	Incentive or Liquidated Damages
1. Preventative maintenance	Preventative maintenance inspections must be completed on time with the manufacturer's recommended minimum scheduled service intervals	Liquidated damages: \$100 per incident per vehicle
2. Missed service	Any service missed or delivered more than 30 minutes later than scheduled do to reasons within the control of the contractor.	Liquidated damages: \$100 per incident
3. Accessibility and safety equipment	Contractor shall equip all vehicles with all ADA-required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. Such equipment shall be well maintained and functional at all times.	Liquidated damages: \$100 per incident
4. Repeat complaints	No repeat customer complaints on the same service issue.	Liquidated damages: \$50 per incident
5. Reporting requirements	Contractor must promptly report all incidents of vehicle or passenger accidents, road calls, and service interruptions	Liquidated damages: \$50 per incident
6. Contractor contacts	Inability by Trustee staff to reach contractor's dispatcher or supervisor within 5 minutes during times when any service is scheduled or operating	Liquidated damages: \$50 per incident
7. Vehicle appearance	Vehicles must not begin service without being cleaned to standards in RFP. Body damage shall	Liquidated damages: \$50 per incident per vehicle

	be repaired within 14 calendar days of accident.	
8. Driver appearance	Drivers must be in full uniform while in service.	Liquidated damages: \$25 per incident
9. Data requirements	Contractor must submit monthly operating data as outlined in RFP to Trustee not later than 15 calendar days following end of month	Liquidated damages: \$25 per each calendar day any data is late
10. Customer Telephone Service	Contractor must have knowledgeable staff available to the North Township Trustee staff by telephone at all times of service operation.	Liquidated damages: \$25 per each verified complaint of unavailability of customer service staff

3.4 North Township Responsibilities

North Township shall be responsible for developing and establishing all policy related to the provision and operation of expanded transit service. The Trustee may work with other entities for fulfilling its responsibilities. Additional responsibilities of North Township include the following:

- A. Marketing. North Township is responsible for all marketing and promotion of expanded transit service. This includes development, production and distribution of all literature and other promotional materials.

North Township shall also provide at its expense a continually updated website with general information about the expanded transit service complete with information on policies.

- B. Citizen Participation. North Township is responsible for organizing citizen participation in the evaluation of service quality and the development of service improvements.
- C. Payment of Invoices. North Township shall review monthly invoices submitted by the contractor to ensure accuracy of requested reimbursement. Adjustments may be made by North Township based on monthly audits of data included in daily manifests, including but not limited to deduction of liquidated damages from any amount owed. North Township shall pay contractor invoices, as adjusted, within thirty (30) days of receipt from the contractor.
- D. Optional Marking of Contractor Vehicles. The proposal shall confirm that the Contractor's vehicles may be marked with distinctive Township markings, including but not limited to temporary magnetic stickers, identifying that the vehicle is providing "North Township Dial-A-Ride Services".
- E. Performance Monitoring. North Township is responsible for monitoring the performance of the contractor and the contractor's employees in the provision of transit service. Such

performance monitoring shall be used to determine compliance with performance standards and performance norms as well as assess penalties and liquidated damages.

4. TERMS AND CONDITIONS ASSOCIATED WITH FTA CONTRACTS

4.1 General terms and conditions that govern the basic Agreement

1. FINANCIAL ASSISTANCE:

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the Commission which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Commission.

2. CONTRACTS AMENDMENTS:

Any proposed change in this Agreement shall be submitted to the North Township Trustee for its prior approval, and when approved the North Township Trustee will make the change by a written contract modification. The North Township Trustee may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The North Township Trustee may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

Change Order Procedures: Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the North Township Trustee. Disagreements that cannot be resolved through negotiations shall be

resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the North Township Trustee has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a North Township Trustee change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the North Township Trustee the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

Price Adjustment for Regulatory Changes: If a price adjustment is indicated, either upward or downward, it shall be negotiated between the North Township Trustee and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

3. CONTRACT TERMINATION PROVISIONS:

The following provisions have been developed by the Northwestern Indiana Regional Planning Commission for the North Township Trustee in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

Termination for Convenience: The North Township Trustee may terminate this contract in whole or in part, for the North Township Trustee's convenience or because of the failure of the Contractor to fulfill the contract obligations. The North Township Trustee shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the North Township Trustee, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

Termination for Default: If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the North Township Trustee may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the

manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the North Township Trustee that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Proposer, the North Township Trustee after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure: The North Township Trustee in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the North Township Trustee'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 North Township Trustee setting forth the nature of said breach or default, the North Township Trustee 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 North Township Trustee from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. BREACHES AND DISPUTE RESOLUTION:

The following provisions have been developed by the Northwestern Indiana Regional Planning Commission for the North Township Trustee in accordance with 49 CFR Part 18 and FTA Circular 4220.1F.

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the North Township Trustee's Contracting Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the North Township Trustee, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this Agreement provides otherwise, all claims, counterclaims, disputes and

other matters in question between the North Township Trustee and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the North Township Trustee or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5. ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the North Township Trustee, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

6. FEDERAL CHANGES:

Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between the Northwestern Indiana Regional Planning Commission and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The North Township Trustee and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the

underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the North Township Trustee, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS:

Civil Rights - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

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

Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq .,

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the North Township Trustee to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the North Township Trustee. When the North Township Trustee has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the North Township Trustee.

If any of these conditions are not met, the North Township Trustee reserves the right to withhold payment until the North Township Trustee is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

11. ENERGY CONSERVATION REQUIREMENTS:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C 6321 et . seq. and 49 CFR Part 18.

12. CARGO PREFERENCE:

If awarded a contract, the contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 USC 12241 (b) (1) and 46 CFR Part 381.

As required by 46 CFR Part 381, the contractor agrees:

(1) To utilize 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, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment 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 FTA recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

13. FLY AMERICA REQUIREMENTS:

The 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 provides 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 that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice "FTA National ITS Architecture Policy on Transit Projects" at 66 Fed. Reg. 1459, January 8, 2001.

15. STATE AND LOCAL LAW DISCLAIMER:

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

16. FEDERAL PRIVACY ACT:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any North Township Trustee

requests which would cause the North Township Trustee to be in violation of the FTA terms and conditions.

18. SUSPENSION AND DEBARMENT PROVISIONS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. The certification in this 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, (Recipient) may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to (Recipient) 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.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
4. 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 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. 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.
7. 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.
8. Except for transactions authorized under Paragraph 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, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, 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 participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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. CLEAN WATER REQUIREMENTS:

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. 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.

21. CLEAN AIR REQUIREMENTS:

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. 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. NOTIFICATION OF FEDERAL PARTICIPATION:

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, the recipient agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of that federal assistance as a percentage of the total cost of that third party contract.

23. 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.

4.2 Terms and Conditions applicable for all transit management or operations projects:

1. 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.

2. SCHOOL BUS OPERATIONS:

Pursuant to 69 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.

4.3 Terms and Conditions applicable for all transit operations projects:

3. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS:

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

1. **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. A5333(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 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 Section 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. Section 5311. Alternative provisions for those projects are set forth in subsections (b) and (c) of this clause.

2. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.:**

Section 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. Section 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. Section 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. Section 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 certification to FTA, the date of which is set forth in the 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.

Section 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. Section 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.

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 the FTA.

4. DRUG AND ALCOHOL TESTING REQUIREMENTS:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish it compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Indiana, the Northwestern Indiana Regional Planning Commission, North Township Trustee or the Consortium to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655, and to review the testing process. The Contractor further agrees to certify annually it compliance with before August 1st of each year and to submit the Management Information System (MIS) reports prior to March 15th of each year to the Consortium. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

5. CONTRACT WORK HOURS & SAFETY STANDARDS ACT:

Pursuant to 40 U.S.C. § 327 -333 (1999); 29 C.F.R. § 5 (1999); 29 C.F.R. § 1926 (1998), the Contractor shall comply with the following:

Pursuant to Section 102:

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 the 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 Consortium 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 the 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:**
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

Pursuant to Section 107:

The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

1. **Payrolls and basic records:**
Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and

social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. **Sub-contracts:**

Subcontracts: The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

6. BUS TESTING REQUIREMENTS:

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will

be prior to the recipient's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

7. PATENT AND RIGHTS IN DATA:

Rights in Data:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - a. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable

license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

b. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

c. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- d. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - e. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - f. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

Patent Rights:

- 1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,"
37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

5. EXHIBITS

5.1 Contractor Budget Worksheets

(for proposer information/use only. Not a required submittal)

Budget Template for Operating Expenses:

BUDGET				
SUMMARY	Startup	Year 1	Year 2	Year 3
	Budget	Budget	Budget	Budget
Wages				
Fringes				
% of wages				
Marg % of wg				
Utilities				
Services				
Mat'l & Sply				
Insurance				
Facility				
Capital				
Other				
Contractor Costs				
TOTAL COSTS				

WAGES	Startup	Year 1	Year 2	Year 3
	Budget	Budget	Budget	Budget
Drivers				
Ops Supervisors				
Dispatchers				
Salaried Admin				
Hourly Admin				
Hourly Cust. Svc.				
Mechanics				
Cleaners/Fuelers				
TOTALS				

FRINGES	Startup	Year 1	Year 2	Year 3
	Budget	Budget	Budget	Budget
Payroll Taxes - Variable Ops				
-- FICA				
-- FUI				
-- SUI				
Workers Comp				
Ops worker rate				
Mntc worker rate				
Office worker rate				
Disability				
401 K/Pension				
Life Insurance				
Medical Insurance				
Medical insurance cost				
Uniforms				
Operations				
Maintenance				
Mechanic Shoes				
Mechanic Tools				
Licenses				
(CDL, etc.)				
Other Fringes				
TOTALS				

MATERIALS				
AND	Startup	Year 1	Year 2	Year 3
SUPPLIES	Budget	Budget	Budget	Budget
Vehicle Maintenance				
-- Vehicle Mntc. Expense				
-- Vehicle Mntc. Expense (rebuids)				
-- Tires purchase/lease				
-- Oil / Lube				
Miscellaneous Shop Supplies				
Cleaning/Janitorial Supplies				
Cleaning Supplies (for cleaner/fuelers)				
Cleaning Supplies (bus stop/shelter mntc)				
Bus Wash Supplies/Outside bus wash				
Equipment Rental/small tools				
Radio Repairs				
Service & Repair Contracts (outside repairs)				
Towing				
Outside Vehicle Mntc (Paint & Body)				
Environmental Compliance				
Fleet License/Inspection				
Miscellaneous Materials & Fluids				
Office Supplies/Equipment				
Leases (Copiers, CPU, small office equip)				
Miscellaneous Supplies/Materials				
Shipping				
Fuel				
Revenue vehicle fuel				
Service vehicle fuel				
Support vehicle tax/license				
In house accident repair				
Farebox Repair				
TOTALS				

INSURANCE	Startup	Year 1	Year 2	Year 3
	Budget	Budget	Budget	Budget
Auto Liability (revenue vehicles)				
Auto Liability (support vehicles)				
Auto physical damage				
General Liability				
Property Insurance				
Crime insurance				
Employment Practices				
Claim payments				
Performance bonds				
Accident investigation				
TOTALS				
OTHER EXPENSE				
Dues & Membership				
Trade Assoc & Meetings				
-- Staff travel				
Staff expenses				
-- Auto allowance				
Licenses/fees				
-- Vehicle, business licenses				
-- Business & Excise Tax				
-- Other Overhead and Profit				
TOTALS				

SERVICES	Startup	Year 1	Year 2	Year 3
	Budget	Budget	Budget	Budget
-- Audit				
-- Legal				
-- Corporate staff time salary cost				
Outside services				
-- Physicals				
-- Drug Screens				
-- EAP Services				
-- Payroll Services				
-- Printing				
-- Advertising (want ads)				
-- Postage, Express Mail				
-- Background/driving records				
-- Marketing				
-- Collections				
-- Duty & Brokerage				
Outside Vehicle Mntc.				
-- Contracted Cleaning				
-- Mobile Phone Exp.				
Temporary Services				
TOTALS				

UTILITIES	Startup	Year 1	Year 2	Year 3
	Budget	Budget	Budget	Budget
Electricity				
Water/Sewer				
Gas				
Telephone				
Waste				
TOTALS				
FACILITY				
OPERATIONAL				
COST				
Rent				
Janitorial Supplies				
Maintenance				
Facility Repairs				
Property Taxes				
Facility Security				
TOTALS				

Cost of				
Capital	Startup	Year 1	Year 2	Year 3
Purchases	Budget	Budget	Budget	Budget
Maintenance Equipment				
Vehicles				
Other non-expendable items				
Facilities				
Lease of capital items (autos)				
Maintenance software				
Non-depreciable items				
Interest on capital				
Annual Capital Expense				

5.2 NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from Proposing not to induce anyone to refrain from Proposing, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposing. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Proposer

Signature of Proposer

5.3 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

49 CFR Part 29 - Executive Order 12549

Instructions for Certification

1. **By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this 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, NIRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NIRPC 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 transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
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 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in 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 Paragraph 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, NIRPC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this Proposal or proposal, 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 participation in this transaction by any Federal department or agency.

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

_____ Signature of Proposer's Authorized Official

_____ Name and Title of Proposer's Authorized Official

_____ Date

5.4 CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A

Certification For Contracts, Grants, Loans, And Cooperative Agreements

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

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

(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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ **Signature of Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**

5.5 DBE PROGRAM COMPLIANCE

49 CFR PART 26

The following Proposal conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these Proposal conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13)

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Northwestern Indiana Regional Planning Commission will ensure that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of the Northwestern Indiana Regional Planning Commission that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Proposers shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II) DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III) Contract Goal - If the contractor is not a DBE, then the Proposer/proposer agrees that the DBE goal for this Contract will be met by subcontracts or by joint ventures with DBE's. The goal set forth for this Contract is 7.13% of the final Contract price, including amendments and modifications. The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The contractor shall have met this goal if the contractor's DBE participation meets or exceeds this goal.

In cases where work is added to the contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the —Schedule of DBE Participation or submit additional DBE firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

- IV) Compliance - All Proposers, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Northwestern Indiana Regional Planning Commission. Agreements between a Proposer/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other PROPOSERS/PROPOSERS, are prohibited.

- V) Sub-contract Clauses - All Proposers and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.
- VI) Acceptable Good Faith Efforts - "Good faith efforts" means efforts to achieve a DBE goal or other requirements of the Northwestern Indiana Regional Planning Commission's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement. If any Proposer fails to meet the DBE goals for this solicitation, the Proposer shall submit, with the Proposal, proof of good faith efforts, using the guideline listed in Appendix A of 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals.

5.5.1 General Instructions

IMPORTANT! READ CAREFULLY!

All Proposers/contractors shall complete and submit, with their Proposals, DBE Forms 1, 2, and 3.

Each subcontractor listed on DBE Form 1 shall complete and sign DBE Form 2 and DBE Form 3 as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of Proposal submittal. Northwestern Indiana Regional Planning Commission does not certify DBEs. Please check with your state's DBE office.

Proposers who fail to achieve the contract goal(s) stated in the Proposal document must provide (with the Proposal) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the Proposer as outlined in DBE Form 4.

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Northwestern Indiana Regional Planning Commission, the DBE Officer, Allen Hammond, 6100 Southport Road, Portage, Indiana 46368, 219-763-6060 x141.

DBE Forms 1, 2, and 3 must be submitted with the Proposal in order to be eligible to receive a contract award. If there are sub-contractors listed, the sub-contractor must fill out DBE Form 3.

The Proposer must provide documentation and explanation as to why the DBE goal as was not achieved by filling out DBE Form 4.

5.6 DBE FORM 1 - SCHEDULE OF DBE PARTICIPATION

SCHEDULE OF DBE PARTICIPATION

Name of Proposer: _____

Project: Demand Response Public Transit Service

Project No.: _____

Proposal No: 15-16

Total Proposal Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE _____ \$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

5.7 DBE FORM 2 - DBE SUBCONTRACTOR IDENTIFICATION

DBE SUBCONTRACTOR IDENTIFICATION

(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____ (Title - Owner,
President, etc.) and duly authorized representative of _____

(Name of Firm) and I hereby declare and affirm that I am a certified DBE.

(signed)

(printed)

This firm has current DBE certification from the following agencies and/or state(s):

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.

5.8 DBE FORM 3 - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____

(Name of General Contractor Proposing)

PROJECT: Demand Response Transit Service

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

at the following price: \$ _____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

(Date)

(Telephone No.)

(Name of DBE Subcontractor)

(Firm Address)

By:

(Signature)

(City and State)

Name:

(Typed)

Title:

5.9 DBE FORM 4 - DBE UNAVAILABILITY CERTIFICATION

DBE UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to Proposal work items to be performed on Bikes on Trains

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>ITEMS SOUGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted Proposals, which were not the low responsible Proposal:

- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

End of DBE Forms

END OF DOCUMENT

