

# City of Evansville



## ***Request for Proposal***

**RFP-006-01-23**

METS Microtransit Pilot  
FOR  
Metropolitan Evansville Transit System

Issue Date: April 27, 2023

Issued By: METS  
601 John St  
Evansville, IN 47713

Transmitted Via: Email and Posting on Website:  
<http://www.evansvillegov.org/city/departement/division.php?structureid=130>

Inquiries: Questions should be submitted via Email to:  
Jonathan Siebeking at [jsiebeking@evansville.in.gov](mailto:jsiebeking@evansville.in.gov)

Proposals Due: May 25, 2023, 1:30 PM CDT at 1 NW Martin Luther King Jr BLVD Room 301  
Evansville, IN 47708

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# **VENDOR INSTRUCTIONS**

## **1. INTRODUCTION**

The, Board of Public Works (BPW) on behalf of the, Metropolitan Evansville Transit System (METS) for the City of Evansville (the "Owner"), is soliciting competitive proposals from qualified vendors for METS Microtransit Pilot.

Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing Vendor (hereinafter "Contractor") to perform all phases of work.

Sealed proposals will be received in Room 301, Civic Center Complex, and 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 until May 25, 2023, 1:30 PM CDT , at which time responding Contractors will be announced. Proposals to be submitted prior to the scheduled Proposal opening shall be submitted to the Purchasing Department, Room 323, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to the Purchasing Department shall be submitted prior to 15 MINUTES BEFORE TIME AND DATE OF BID OPENING

## **2. GENERAL REQUIREMENTS**

The successful Contractor product should meet the following criteria:

- A. Product must be able to be implemented and fully operational to the Owner's satisfaction by August 1, 2023.
- B. Product must be modifiable or configurable to meet specific client requirements.
- C. Product must have ample backup and redundancy.
- D. The proposal must include implementation, data migration, integration, and/or configuration as well as maintenance and support service.
- E. Respondents must have a solid customer base utilizing the proposed solution.

## **3. RESPONSE INSTRUCTIONS**

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

## **4. CONTACT WITH MUNICIPALITY EMPLOYEES**

There shall be no verbal discussion of any nature concerning this RFP between any Contractor and City employees, and/or Board Members before, during or after the public opening. This does not include discussions that may occur during site visits by the evaluation team during the review process.

To ensure a fair and objective evaluation of all proposals, Contractors are required to submit all inquiries in writing to Jonathan Siebeking, with METS, at [jsiebeking@evansville.in.gov](mailto:jsiebeking@evansville.in.gov) no later than 4:00 pm CDT on May 18, 2023. All questions will be compiled, answered in writing, posted on the Purchasing Website, and emailed to all interested Contractors no later than 5:00 pm CDT on May 22, 2023.

## **VENDOR INSTRUCTIONS**

### **5. COSTS OF RFP PREPARATION AND SUBMISSION**

Each Contractor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

### **6. OPENING OF PROPOSALS**

All responses received by the submission deadline will be publicly opened at the Board of Public Works on May 25 at 1:30 PM CDT. Responding Contractors are welcome at the public opening. Only the names of the companies responding will be disclosed so as to avoid disclosure of contents to competing Contractors during the process of negotiation (IC 5-22-9-4).

### **7. PROPOSAL REVIEW**

All documents submitted as part of the Contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Contractor's information to a competing Contractor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Indiana Access to Public Records Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

### **8. PROPOSAL FORMAT AND FORM**

Each proposal will be prepared in the format specified below and submitted on paper with a in PDF format on a flash drive. Submissions must be sealed and clearly labeled as "RFP-006-01-23 METS Micro transit Pilot May 25, 2023." The envelope should be sent to Lora Bennett City of Evansville Purchasing 1 NW Martin Luther King Jr BLVD Room 323 Evansville, IN 47708.

The proposal must be prepared in the following format:

#### **Section 1 – Proposal Requirements Overview**

I. Letter of Transmittal

II. Company Overview/Executive Summary

III. Questionnaire

IV: Exhibits

- a. Scope of Work
- b. Sample Implementation Plan
- c. 3 Letters of Reference from current or previous customers
- d. Certificate of Insurance
- e. Cost Proposal

Appendices

- a. Appendix A: Desired Features
- b. Appendix B: Required Forms

#### **Section 2 – Insurance**

The successful Contractor shall provide proof of insurance in an amount not less than as follows:

1. \$1,000,000 for injury or death to any one person arising out of any one accident or collision and \$2,000,000.00 aggregate

## **VENDOR INSTRUCTIONS**

2. \$1,000,000 for damage to the property of each person resulting from a particular incident
3. Excess (Umbrella) layer of at least an additional \$1,000,000. Million
4. Uninsured/Underinsured motorists' coverage
5. Proof of Workers Compensation coverage for drivers and/or at least – at a minimum – “Work Compensation Clearance Certificate”

After award, the City of Evansville shall be an additional named insured on the policy and the Contractor's insurance will be primary.

### **Section 3- Cost Proposal**

Please provide detailed pricing, including:

1. Application Software Subscription or Maintenance License Costs
2. Implementation and Training Costs
3. Included and Optional (add-on) modules.

### **Section 4- Desired Features**

Each potential Contractor must review the Project Scope and indicate whether the Contractor's product can provide said feature.

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### **Section 5 –Required Forms**

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

- |   |            |
|---|------------|
| 1. Equal Employment Opportunity               | A-1        |
| 2. Indiana Legal Employment Declaration       | B-1        |
| 3. Non-Collusion Affidavit                    | C-1        |
| 4. Conflict of Interest / Familial Disclosure | D-1        |
| 5. Cost Proposal                              | E-1        |
| 6. Certification on Restriction of Lobbying   | F-1        |
| 7. DBE Participation                          | G-1        |
| 8. Federal Documents                          | H-1        |
| 9. Security Bid Bond                          | See page 6 |

## **VENDOR INSTRUCTIONS**

### **9. QUESTIONNAIRE**

#### **A. Qualifications and Company Overview**

1. Provide a summary of the company's experience and qualifications, including a brief history of the company.
2. Provide your company's address.
3. How many employees do you have?
4. Who are your key executives?
5. How long has the software been available?
6. Provide a company outlook and forecast over the next three years including market share, stability, and major initiatives.

#### **B. System and Technical**

1. Describe your technology architecture including coding languages, database, operating systems, and system delivery type (cloud, hosted, on premise).
2. Describe any system/network/hardware requirements for your software.
3. Provide a summary of your security architecture and practices.

#### **C. Implementation**

1. Please provide an overview of your implementation strategy and process.
2. Describe the Owner's responsibilities during the installation and implementation process.
3. Do you offer customer training during implementation? Please describe, including any additional associated costs.
4. How do you communicate with customers during implementation?
5. Can clients customize the App Software?

#### **D. Customer Support**

1. What are your customer support hours? Please provide for all methods (phone, email, live chat, etc.).
2. Explain your customer issue reporting and resolution process, including timelines and guarantees.
3. How often are updates made to the system? Is the software unavailable during these updates?

### **10. DELIVERY OF PROPOSALS**

The submittals should be sealed and clearly labeled as "RFP-006-01-23 METS Micro transit Pilot May 25, 2023." It is the sole responsibility of the Contractor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the Contractor unopened.

**Any RFP's delivered prior to 15 MINUTES BEFORE THE BID OPENING DATE AND TIME**, shall be delivered to the following address:

Purchasing Department  
Room 323  
1 NW Martin Luther King Jr. Blvd.  
Evansville, IN 47708

**NOTE: Contractors may bring proposals directly to the Board meeting in room 301 of the Civic Center 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708. All Proposals must be handed to the Board of Public Works - Secretary by 1:15 p.m. in order to be considered.**

## **VENDOR INSTRUCTIONS**

### **11. RESPONSE INSTRUCTIONS**

- A. **All proposals must be received on or before the time and date indicated in the Notice to Contractors.** The responsibility for submitting proposals in a timely manner is solely that of the Contractor. The Owner will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Contractor.
- B. Contractor shall submit their proposal with the required information, utilizing the COST PROPOSAL forms provided and supplying all the required information.
- C. Contractors are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Contractor's name, business address, proposal title, date and time of opening on the front of the envelope.** Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Contractor.

### **12. SECURITY (BID) BOND PERFORMANCE BOND**

#### ***Contractors are required to submit a Security Bond with their proposal***

- 1. All proposals require a security (bid) bond or certified check in an amount equal to \$1,000. Security bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the security bond.
- 2. All proposals not accompanied by a security bond or a certified check, payable to the Evansville Vanderburgh County Purchasing Department, will be rejected as non-responsive.
- 3. Contractors wishing the return of the security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Contractor.

#### ***Contractors may be required to submit a Performance Bond during contract negotiations.***

- 1. In the event that the City enters into final contract negotiations with a Contractor, the City reserves the right to require Contractor to provide a performance bond in the amount of Ten Thousand Dollars (\$10,000.00), which may be used to satisfy any direct damages to the City resulting from Contractor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract. The Performance Bond is to be posted with the Purchasing Department within ten (10) business days after award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost

## **VENDOR INSTRUCTIONS**

### **13. TERMS OF RESULTING CONTRACT**

The duration of this Contract shall be for one (1) year from the start of the pilot, unless sooner terminated for cause as provided in the contract. Any contract extensions approved by the Board of Public Works shall be made at the unit prices specified in the Successful Contractor's Proposal/contract(s).

### **14. DEFAULT AND TERMINATION OF CONTRACT**

The successful Contractor shall assume full responsibility for implementing METS Microtransit Pilot. Should the successful Contractor fail to perform within the agreed upon time frame, the City reserves the right to contact another Contractor for the services.

Should the successful Contractor fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Owner, the Owner may declare the contract(s) in default and terminate same immediately.

Contractor's failure to correct a written notice of failure to comply with the terms of contract(s) within 10 days shall be grounds for the City to terminate the contract(s).

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### **15. WITHHOLDING PAYMENT**

In the event a contract is cancelled under any provision herein, the City may withhold from the successful Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

### **16. INDEMNIFICATION**

The successful Contractor shall indemnify, defend and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of their agents or employees by any employee of the successful Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

### **17. DISCLOSURE**

Contractor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Contractor or its principals and key employees whom will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years;
- b. Bankruptcies discharged within the last 7 years;
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the City or any City department within the last 5 years.

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Contractor whose stock is publicly owned and traded.



## **VENDOR INSTRUCTIONS**

Contractor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Contractor or any business controlled by or affiliated with Contractor.

The Board of Public Works may reject, at its sole discretion, any Contractor it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The City of Evansville's finding may be based on the disclosure required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any Contractor failing to make the disclosure required herein. By submitting a proposal, Contractor recognizes and accepts that the Board of Public Works may reject any proposal at its sole discretion. The Contractor waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

### **18. PROTESTS**

Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

METS Director will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protester.
- Identification of the solicitation or Contract number.
- A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- A statement as to what relief is requested.

Protests must be filed with METS in accordance with its procedures and time requirements. The protest to METS must be complete and contain all the issues that the protester believes relevant. Failure to include an issue in the protest to METS will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by METS, the protester may file a protest with FTA under certain limited circumstances listed in paragraph below, if the Contract is being funded by an FTA grant.

#### **Protests Before Award**

Bid protests regarding restrictive specifications or alleged improprieties in the solicitation must be submitted in writing three (3) business days prior to bid opening or closing date for receipt of proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director, upon investigation, finds that remedial action is required, in which event such action should be taken. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all bidders or offerors who have a reasonable prospect of receiving an award. In addition, when a protest against the making of an award is received and the Director

## **VENDOR INSTRUCTIONS**

determines to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award should be requested, before expiration of the time for acceptance of their bids or proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. METS will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) business days after resolution of the protest or, if a protest has been filed with FTA while the protest is still pending, unless METS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to METS or the Federal Government.

If award is made, the Director will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

### **Protests After Award**

A protest after award must be made in writing and received by the Director within three (3) business days after the posting of the Notice of Award is made to participating bidders. Protests will only be considered for reasons other than restrictive specifications or alleged improprieties in the solicitation.

### **Appeals or Requests for Reconsideration**

Appeals and requests for reconsideration must be sent to the CEO within five (5) business days after issuance of a final decision by the Director. The CEO will issue his decision within ten (10) business days after receipt.

### **Protests to FTA**

Under certain limited circumstances, an interested party may protest to FTA the award of a Contract pursuant to an FTA grant. FTA's review of any protest will be limited to:

- A METS failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- Violations of Federal law or regulation.

### **Time for Filing**

1. Protesters shall file a protest with FTA not later than five (5) business days after a final decision is rendered under METS protest procedure. In instances where the protester alleges that METS failed to make a final determination on the protest, the protesters shall file a protest with FTA not later than five (5) business days after the protester knew or should have known of METS failure to render a final determination on the protest.

## **VENDOR INSTRUCTIONS**

2. METS shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations. After five (5) business days, METS shall confirm with FTA that FTA has not received a protest on the Contract in question.

### **Submission of Protest to FTA**

A protestor must exhaust all administrative remedies with METS by following the protest procedures to completion, before appealing to FTA.

1. Protests to FTA should be filed in accordance with FTA Circular 4220.1F (as periodically updated) with the FTA Regional Office. A concurrent copy of the protest must be sent to METS.

2. The protest filed with FTA shall:

- Include the name and address of the protestor.
- Identify the METS project number and the number of the Contract solicitation.
- Contain a statement of the ground for the protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- Include a copy of the local protest filed with METS and a copy of METS decision, if any.

## **PROJECT SCOPE**

The **Metropolitan Evansville Transit System (METS)** requests proposals from qualified service providers to complete final design and operate a microtransit service pilot serving neighborhoods and municipalities on the eastside of Evansville. The overarching goal of this pilot is to identify how microtransit could be integrated into METS current services to improve the mobility of Evansville residents, including as a potential alternative to fixed-route bus services in areas with lower demand for transit.

METS is seeking a vendor, or multidisciplinary team, that is able to perform the majority of tasks required to operate a microtransit service with only the targeted involvement of agency staff or resources. Bidders are highly encouraged to provide feedback on the scope of services, in line with developing a cost effective, productive pilot that meet's METS' goals and objectives.

METS' has allocated funds to complete final design, launch, and operate the microtransit pilot. The agency intends for the initial microtransit pilot to operate for a period of one year with an anticipated pilot start date between June and August 2023.

### **Project Goals**

METS exists to connect our community to economic and cultural opportunities through safe, reliable, and accessible transportation experiences. As Evansville's public transit agency, METS is exploring the benefits and advantages of diversifying how transportation services are delivered to the community. METS staff have identified four goals for the microtransit pilot:

1. Maximize METS fixed-route service
2. Identify partnership opportunities for alternative mobility solutions that can be sustained over the long term
3. Improve the METS customer/user experience by simplifying people's mobility experiences
4. Identify additional ways in which METS can be a part of enhancing Evansville's Transportation-on-Demand network.

### **Contract Schedule**

The period of performance will be one year from the microtransit service pilot start date, with an anticipated pilot start date between May and July 2023. METS understands that the selected vendor will require time to mobilize once the contract is awarded. METS may incrementally extend the period of performance up to an additional twenty-four (24) months. The agency may make changes to underlying fixed-route service within the zone, and work with the selected vendor to modify the initial service design of the microtransit pilot, during both the pilot period and any subsequent extensions.

### **2.0 Scope of Work**

Customer service is an essential part of all METS transportation options. Providing a service like microtransit requires the skills, attitudes, aptitudes, and sensitivities necessary as both METS and its customers work to understand the benefits and challenges of a new transportation option. METS strives to develop, maintain, and sustain successful partnerships with our contractors. The scope of work is to complete final design, launch, and

## **PROJECT SCOPE**

operate a microtransit service pilot on the eastside of Evansville. METS has developed a draft service design for the microtransit pilot. Vendors are encouraged to provide comments, feedback, and recommendations for changes or improvements to the draft service design to better meet METS' goals and objectives. **All service design parameters described below are subject to change based upon METS and vendor recommendations during final pilot design, implementation, and subsequent pilot adjustments and refinements.**

### **Use Cases**

The microtransit service will operate on the east side of Evansville and into the medical district of Warrick County. The service should be designed to meet trip purposes of existing METS' customers, as well as potential new customers, traveling to, from, and within the proposed zone. While METS intends the pilot to help the agency evaluate whether microtransit can serve as a replacement or complement to fixed-route services, the agency will continue to operate fixed-route service within the zone during the pilot period.

The draft service design assumes that the microtransit pilot will provide corner-to-corner service within the identified zone, including connections to local bus services operating within the zone.

### **Hours of Operation**

The microtransit pilot should operate with at least the hours and days of service as fixed-route transit (approximately 6:15 am to 12:45 am Monday – Saturday, and 6:15 am to 6:45 pm Sunday, with reduced service on recognized METS holidays)

The vendor should have the ability to expand or reduce operating hours and days of operations

### **Personnel**

Provide all necessary personnel such as drivers, mechanics, administrative, customer service, and others to successfully operate the service

Contractor to provide qualified drivers that are legally trained for safe vehicle operations and have good customer service skills

Contractor to conduct appropriate background checks, drug and alcohol testing, etc.

Contractor to provide all technical training and support

Contractor to provide dispatching and over the phone ride booking

Contractor to provide a single project management contact to METS for any questions, concerns, and support

### **Vehicles**

Two ADA equipped minivans will be supplied by METS. The vendor is to supply an additional vehicle to meet ridership demand and service parameters, if vendor feels additional vehicles are required they should include in proposal.

Ability to deploy Wheelchair Accessible Vehicles (WAV) as requested by any customer within the zone.

Vehicles to remain in a state of good repair and all maintenance to be managed by the vendor.

Onboard Vehicle cameras with audio is required. Vendor is required to provide and install video and audio equipment in all vehicles used in the pilot. This equipment must show forward facing video and interior

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facing video and audio that functions during the day and night. Video and audio must be retained by vendor for at least 30 days. Video and audio must be provided to METS within 24 hour of request.

### **Ride Booking**

A consumer-facing smartphone application for a fully automated scheduling, dispatching and reserving demand responsive transit service

Ability to have application in language other than English

An alternative option that enables customers to book a trip without a smartphone or on behalf of another customer (including by caretakers for select customers with disabilities, as determined by METS)

An intake system which is capable of intelligently pooling customer pick-ups and drop-offs

Ability to transport minors traveling with or without an adult as per METS policies

Ability to see location where App was downloaded and used

### **Trip Characteristics**

Pooled rides of 1 to 6 passengers

Maximum wait time for pick up: 20 minutes

Average wait time for pick up: 15 minutes or less

Percent of ride requests completed: 80% or higher

Average walk distance to a stop: 0.10 miles

Maximum walk distance to a stop: 0.25 miles

Maximum total trip time for boarding to alighting: No more than twice the typical direct driving time when using a personal vehicle

### **Routing**

A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations, as well as vehicle routing

Provide corner-to-corner service for customers for operational efficiencies (requiring customer to walk certain distances is acceptable)

Provide curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties (to be determined by METS)

Ability to limit trip pick up and drop off points to locations within the zone and select fixed-route transit connection points beyond the zone

Ability to restrict certain pick and drop off point combinations (specifically trips between fixed-route transit connection points just beyond the zone)

Ability to add passengers to a route in progress

Maximum time added based on reroute to pick-up passengers: Customer experience is not more than 5 minutes late from the quoted time

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### **Passenger Pick Up and Drop Off**

Safety for all users (including bicyclists and pedestrians) should be prioritized in all passenger pick-up and drop-off locations. Vendors should not pick-up or drop-off passengers in bike lanes or other areas that effect the safety of bicyclists or pedestrians.

Customers to see pick-up and drop-off location and trip routing via smartphone app

If necessary, customers to communicate directly with driver to coordinate pick-up

Maximum driver wait time for passenger pick up: 3 minutes

### **Fare Collection and Payment**

Vendor is responsible for in vehicle routing equipment (tablet or smartphone) and data to operate.

Vendor is responsible for all fare collection during the pilot period

Fare structure should accommodate customer-specific discounts

Fare structure should accommodate multi-ride passes and transfer discounts utilized by customers for fixed-route services (transfers could be accommodated through a voucher system or alternative method proposed by the vendor)

Payment to be verified/validated via smartphone or a physical ticket

Ability to accept unbanked customers without access to debit or credit cards

Ability to offer on-vehicle cash fare collection is preferred; however, METS is open to off-vehicle fare collection strategies for customers paying with cash

Vendor must work with METS to set the fares and recoup these funds to sustain the microtransit service

### **Customer Service**

To be provided by vendor

Ability to complete a “warm handoff” between METS customer service representatives (including METS Mobility reservation dispatchers) and vendor customer service staff (including staff providing alternative trip booking options)

Lost and found policy/service

### **Vendor Administrative Offices and Vehicle Storage Facilities**

Storage, maintenance, fueling, vehicle staging, and other facilities necessary to operate the service

Please include the cost of procuring access to non-agency facilities as separate line items in the cost proposal.

### **Incidentals**

All incidentals such as insurance, fuel, repair, and maintenance necessary for successfully, legally, and safely operating the service.

### **Regulatory Compliance**

Compliance with Title VI and ADA regulations

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Any other required items for legally and safely operating a transportation service in Indiana

Any other required items for legally and safely operating a transportation service in accordance with federal regulations

### **Plans**

Standard operating procedures, safety, training, emergency, and evaluation plans (to be reviewed and confirmed by METS staff)

A service implementation plan

### **Marketing**

METS has developed a conceptual communications plan for the microtransit pilot

The vendor is expected to expand this communications plan based on best practices and past experiences, and then execute upon this plan before and during the pilot period

METS staff and resources may be available to support the development and execution of a communications strategy in a limited capacity

The microtransit service branding should be consistent with broader METS service branding

### **METS Provisions**

The following is a summary of what METS may offer at no cost to support the launch and operations of the microtransit pilot program. **METS assumes that the selected vendor would handle all other aspects of the program, including elements described above.** However, METS encourages vendors to identify any functions that could substantially reduce the cost of contracted services if performed or provided by METS.

- To help manage and scale the pilot:
  - Strategic program oversight
  - Pilot program budget
- To help promote the pilot:
  - Public sector engagement with local governments and non-profits
  - Private sector engagement with business partners, large employers, etc.
  - Limited support for implementing the vendor's communications and marketing plan, with activities to be determined by METS
- To help plan and operate the pilot:
  - Guidance on regulatory compliance
  - Conceptual communications plan

### **Reporting**

- The software shall provide standard reports (NTD, Fleet, and Passenger reports)
- The system must allow for interaction with business intelligent tools for further data analysis through an Open API.



## **PROJECT SCOPE**

- The Contractor shall provide user-friendly tools that enable generation of reports using stored data, including data filtering by time period, fare types, services, vehicles, date
- All reports shall be exportable into analysis and text editing software such as excel
- Data visualizations and dashboards must be available for day-to-day key performance indicators to be monitored regularly
- A heatmap of historical pickups and dropoffs must be available to the agency.
- Ridership Data:
  - Completed Boardings: The total number of passengers who completed trips. This can be different than the total number of trip requests (Total Requests), as there can be multiple passengers per trip.
  - Average Boardings Per Service Hour: The mean number of Completed Boardings for each hour that service was available.
  - Boarding Cancellations: The total number of passengers whose trips were canceled.
  - Cancellation Percentage: The percentage of total cancellations out of total trips.
  - Cancellation Percentage (No Show): The percentage of no-show cancellations out of total trips.
  - Total Requests: Total number of trips that have reached a "final state". This includes Completed, Cancelled, and No Drivers Available trips. Trips that are In Progress or Processing are not included in this number.
  - Completed Requests: The total number of completed trip requests.
  - No Drivers Available Requests: The total number of trips that the system was not able to fulfill and went to the No Drivers Available Status.
  - Request Cancellations: The total number of canceled trips.
  - Request Cancellations (No Show): The total number of canceled trips due to a No-Show.
  - Avg. # of Requests per Rider: The mean number of Completed Requests per rider.
  - Avg. Travel Duration: The mean amount of time riders spend onboard a vehicle.
  - Avg. Travel Distance: The mean distance riders traveled while onboard a vehicle.
  - Mean Wait Time: The mean wait time of an individual rider during this time period. This only applies to Next Available trips.
  - Median Wait Time: The median wait time of an individual rider during this time period.
  - Bookings from Admin Panel: Percentage of total rides that were booked through the Admin Panel.
- Service hours
- Travel with Passengers on board
- Deadhead miles

### **3.0 Evaluation, Metrics, and Data**

METS plans to evaluate the microtransit pilot during the one year pilot period, complete a full evaluation near the conclusion of the one year pilot period, and continue evaluation during any subsequent extension of the pilot

## **PROJECT SCOPE**

period for microtransit. This incremental process is designed to enable METS and the vendor to adjust the service to best meet agency goals and objectives. Metrics must be collected regularly and provided to METS in a (at minimum) monthly report. METS anticipates presenting these evaluations to the Evansville Board of Public Works at their regularly scheduled board meetings. METS will share any data provided to them with the Evansville MPO and may share it with other local agencies to help in evaluating the impact to residents, seniors, individuals with a disability, and for trips to medical appointments. The agency reserves the right to bring on a third-party to assist with pilot evaluation at any time.

Based on the findings from the evaluation process, METS may choose to extend the pilot or transition to a permanent service offering. This extension or transition may occur through an amendment to this contract or through a new RFP process.

### **Metrics**

METS has identified the following metrics to evaluate whether the microtransit pilot is meeting agency goals and objectives. The vendor must include the data required to evaluate these metrics as part of their regular reporting to METS. In addition to the metrics detailed below, please provide documentation related to any additional reporting metrics that METS could receive from the vendor as part of this scope of services.

#### **Service Productivity and Business Performance Metrics**

- Average boardings per day (Goal: 200 boardings per day by end of one year pilot period)
- Average boardings per vehicle hour (Goal: 3.5 boardings per revenue vehicle hour by end of 6-month pilot period)
- Percent of shared rides (Goal: 25% or higher)
- Cost per trip
- Cost per vehicle-hour
- Number of unique and repeat users per month
- Number of cancelations, no-shows, and missed trips
- Trips by fare type and payment method
- Trips by origin/destination pair type (e.g. trips within the zone, trips to/from fixed-route transit connection)
- Trips by booking medium (e.g. smartphone, alternative option)
- Standard data needed for National Transit Database reporting
- Business metrics relevant to METS contracted services, such as miles between accidents, miles between breakdowns, customer service calls, customer complaints, etc.
- Documentation of DBE (disadvantage business enterprise) compliance

#### **Service Performance Metrics**

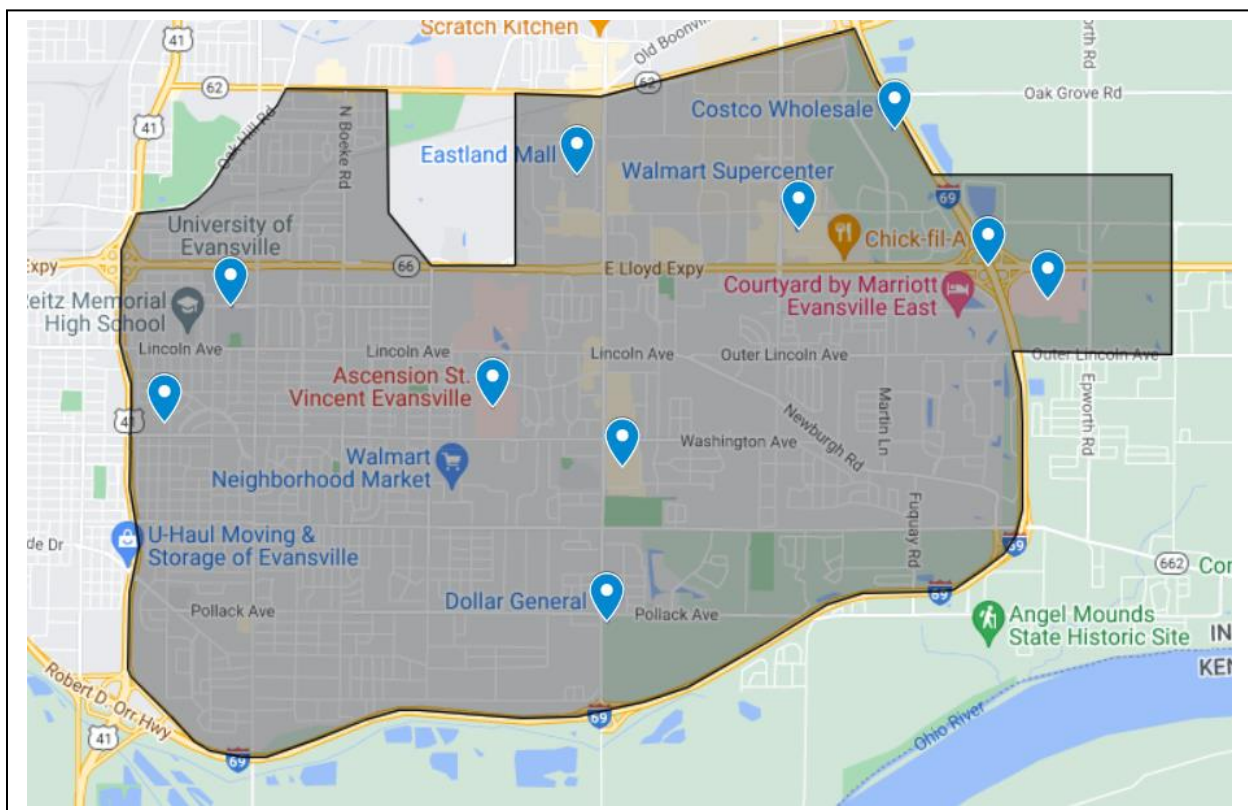
- Average wait time as measured from the ride request to pick-up (Goal: 15 minutes or less after first month of service)

## **PROJECT SCOPE**

- On-time performance as measured from the quoted pick-up time to the actual pick-up time (Goal: 5 minutes of less)
- Percent of completed ride requests (Goal: 80% of higher)
- Average trip duration, distance, and speed

### **Proposed Service Area**

The initial service area is roughly bound by Hwy 41 to the West, Hwy 62 to the North, I 69 to the South and East with the addition of the Medical Area along Epworth Rd.



### **Data**

METS will require full access and ultimate ownership of all data associated with the pilot to shape strategic planning efforts. The exact data requirements will be determined prior to project launch and may be updated during the pilot period. The vendor shall work with METS to provide data via a report, dashboard, and/or API. METS will share data provided to them with the Evansville MPO and may share it with other local agencies to help in evaluating the impact to residents, seniors, individuals with a disability, and for trips to medical appointments. Data shall be made publicly available in a manner that protects user privacy. Vendor shall notify METS and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of event.

# **PROPOSAL EVALUATION**

## **1. EVALUATIONS**

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether an offeror is responsive, the following factors will be considered:

1. Whether the offeror has submitted an offer that conforms in all material respects to the specifications
2. Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offeror
3. Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract

In determining whether an offeror is responsible, the following factors will be considered:

1. The ability and capacity of the offeror to provide the service
2. The integrity, character and reputation of the offeror
3. The competency and experience of the offeror

While proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

### **A. Process of Contractor Evaluation**

An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below (IC 5-22-9-2).

Each area shall be scored on a scale of 0-5 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-2	Submission is not adequate, misses key requirements
3-4	Submission meets basic expectations and requirements
5	Submission meets and exceeds expectations and requirements

Members of the scoring committee are:

The scoring committee includes staff from METS, The Evansville Metropolitan Planning Organization, and City of Evansville Purchasing Department.

The areas to be scored are as follows:

- **Qualifications and company Overview**
- **System and Technical**
- **Implementation**
- **Customer Support**
- **Cost**
- **Requirements**

## **PROPOSAL EVALUATION**

Six areas to be scored make a maximum total = 30 points. Based on the review of each area by each committee member, the total score will be sum of all areas. The total score for all areas by each committee member will be added together to be the sum total of points for each Contractor. The total points for each Contractor will be divided by 5 (the number of committee members). That average score will be used to compare/select/award the purchase of the software Contractor.

The Owner reserves the right to reject any or all proposals or to make no award. The Owner reserves the right to conduct discussions with Contractors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The Owner further reserves the right to waive any and all formalities or irregularities in quoting.

The Owner may award based on initial proposals received, without discussion of such proposals. However, selected Contractors may be invited to make oral presentations to the evaluation team.

The Purchasing Department and/or members of the evaluation team for this RFP reserve the right to physically inspect the Contractors facility at any time prior to award and throughout the contract.

### **2. SUMMARY OF EVALUATION PROCESS**

**Step 1** - Once all proposals are opened they will be retained by the Purchasing Department to review for responsiveness. This includes, but may not be limited to, ensuring that proposals meet the requirements outlined in Paragraph 8 PROPOSAL FORMAT AND FORMS.

**Step 2** - Once proposals are deemed "Responsive," they will be sent to the individual members of the evaluation committee. The individuals will take each proposal into consideration. Each proposal will be treated in the same manner and given equal consideration.

**Step 3** – The committee will meet and all individual scores will be weighted in accordance with the assigned scoring scale on page 9 of this RFP and subsequently combined to obtain an overall average score. The committee may answer each other's questions at this time and may also request to contact an Agency this is utilizing the Contractor's software for purposes of observation and demonstration, ask for presentation, and/or ask for clarification questions be sent to Contractors.

Once site visits are completed and all questions are answered, committee members will be allowed to revise their individual scores. They will be asked to provide reasoning for these changes in written form.

The weighted individual scores will then be combined again and the average score will determine the proposed successful Contractor.

**Step 4** - This information will be taken to the Board of Public Works as a recommendation of award and the Board will decide whether to accept.

### **3. PRESENTATIONS**

Contractors may be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

## **PROPOSAL EVALUATION**

### **4. RIGHT OF REFUSAL**

The municipality reserves the right to reject all RFPs in their entirety. Furthermore, the Board/City reserves the right to hold the quote of the three (3) lowest Contractors for a period of sixty (60) calendar days from and after the time of the opening. The municipality reserves the right to award the contract in any manner deemed in the best interest of its citizens.

### **5. SUBCONTRACTORS**

The Owners intend to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

### **6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Contractors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and Public contracts. (See Evansville Municipal Code 3.90.110-180)

### **7. E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

### **8. TAXES**

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

### **9. LICENSES AND PERMITS**

The successful Contractor or Contractors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Contractor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

## **PROPOSAL EVALUATION**

Contractors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

### **10. USE OF THE CITY OF EVANSVILLE'S NAME**

Upon entering an agreement, the successful Contractor or Contractors agree not to use the name of the City of Evansville, or any Department, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville.

### **11. INCORPORATED BY REFERENCE**

This Request for Proposal (RFP) distributed by the City of Evansville, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

### **12. CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Contractor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

### **13. ADVERSARIAL PARTIES**

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

### **14. DBE PARTICIPATION**

Significant DBE participation in METS' purchasing efforts is a goal of the City of Evansville's Metropolitan Evansville Transit System. METS has established a goal of three percent (3%) DBE participation on its contracts in order to provide an opportunity for DBEs to participate.

### **15. FINAL DETERMINATION**

All final determinations with respect to whether a Contractor is responsive and responsible shall be made by the Board of Public Works. The final decision and selection of a Contractor shall be made by the Board of Public Works, in their sole discretion.

## **EQUAL EMPLOYMENT OPPORTUNITY**

**(Signed form must be submitted with Proposal)**

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated there under.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

\_\_\_\_\_  
Contractor Representative (please print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Date



# **INDIANA LEGAL EMPLOYMENT DECLARATION**

**(Signed form must be submitted with Proposal)**

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**

## EXHIBIT B

### NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
 ) ss:  
\_\_\_\_\_ COUNTY)

The undersigned bidder or agent, 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 bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder 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.

\_\_\_\_\_  
Bidder (Firm)

\_\_\_\_\_  
Signature of Bidder or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

### ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM**

**Project:** \_\_\_\_\_

**ALL Contractors** must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, Contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Contractor (a "Contractor Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the Contractor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Contractor Party and any employee or member of any City Department or board.

As the Contractor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Contractor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to insure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

---

---

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**Signature(s):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contractor/Bidder:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of \_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

Notary Public

My County of residence is:

\_\_\_\_\_ County, State of \_\_\_\_\_

\_\_\_\_\_  
Name of Notary Public

**- DO NOT SUBSTITUTE THIS PAGE -**

# ***COST PROPOSAL***

## **VENDOR PAGE**

**(THIS SHOULD BE THE FIRST PAGE OF YOUR BID)**

**Proposals are to be received** before 1:30 p.m. CDT on Thursday, May 25, 2023

### **RFP-006-01-23**

#### **PRICE for METS Microtransit Pilot:**

\$ \_\_\_\_\_ *(Numeric)*

\$ \_\_\_\_\_ *(Written)*

Supplier: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## *Certification of Restrictions on Lobbying*

### **CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, of \_\_\_\_\_,

Name & Title

Name of Firm

hereby certify 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 making lobbying contacts to 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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.
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.
4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Signature & Title of Authorized Official

## ***DBE Participation***

### **FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

### **FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

-----  
-----  
-----  
-----

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

#### **Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

**- DO NOT SUBSTITUTE THIS PAGE -**

***Federal Documents  
Appendix A1***



**CITY OF EVANSVILLE  
Metropolitan Evansville Transit System  
601 John Street  
Evansville, Indiana 47713**

Phone (812) 435-6166 Fax (812) 435-6159  
TDD/Hearing Impaired - please use Relay Indiana 1-800-743-3333

**Todd M. Robertson  
Executive Director**

**Lloyd Winnecke  
Mayor**

**Jonathan Siebeking  
Director**

**METS REQUEST FOR PRICE QUOTES-**

If vendor price quote total is over \$3,000 (construction quotes over \$2,000) and is accepted by METS, vendor agrees to follow the specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to the third party contractor's subcontractors according to *FTA Required Federal Clauses, Circular 4220.1F*, and according to 49CFR and 2 CFR 200.

Reference Appendix A1 for details regarding Required Federal Clauses

**METS REQUEST FOR PRICE QUOTES-**

**Name of Project:** \_\_\_\_\_

**Date Quotes Sent:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date of Quote:** \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name of Person Giving Quote & Acceptance of Required Federal Clauses in Appendix A1

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Person Giving Quote & Acceptance of Required Clauses in Appendix A1

Date Quote Received back from vendor \_\_\_\_\_ By: \_\_\_\_\_

Procurer from METS

This purchase is to conform to 49 CFR Part 18 and 2 CFR 200.

**If the above transaction exceeds \$25,000, has METS Procurer searched the System for Award Management (SAM) website (<https://www.sam.gov/>) to ensure that excluded parties do not participate in the above transactions? YES**

**NO** \_\_\_\_\_. **Manager must attach printout of the results of the search.**

**- DO NOT SUBSTITUTE THIS PAGE -**

***Federal Documents  
Appendix A1***

**FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES**

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

**ARTICLE FTA-1. DEFINITIONS**

**1.1 C.F.R.** : The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their Vendors and subcontractors.

**1.2 DOT** : The acronym referring to the United States Department of Transportation. Also represented as USDOT.

**1.3 EPA** : The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.

**1.4 FTA** : The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.

**1.5 U.S.C.** : The acronym referring to the United States Code.

**ARTICLE FTA-2. ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS**

**2.1 Access to Records.** The VENDOR agrees to provide sufficient access to FTA and its Subcontractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), the VENDOR agrees to provide METS, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions

The VENDOR also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") Vendor, access to the VENDOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311

**2.2 Access to the Sites of Performance.** The VENDOR agrees to permit FTA and its Vendors access to the sites of performance under this Contract as may reasonably may be required

**2.3 Reproduction of Documents.** The VENDOR will retain, and will require its subcontractor at all tiers to retain, complete and readily accessible records related in whole or in part to this

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Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontractor, arrangements, other third-party agreements of any type, and supporting materials related to those records.

**2.4 Retention Period.** The VENDOR agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. The VENDOR shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section

### **ARTICLE FTA-3. BUY AMERICA**

These provisions of this Article FTA-3 apply if the value of this Contract (including the value of any amendments) exceeds \$150,000.

- 3.1**     *Buy America Provision.* The VENDOR agrees to comply with 49 U.S.C section 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless iron, steel, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §section 661.7.

*Build America, Buy America Act.* Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented from time to time by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The VENDOR acknowledges that

this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

### **ARTICLE FTA-4. CARGO PREFERENCE**

- 4.1**     **Cargo Preference—Use of United States-Flag Vessels** The VENDOR agrees:
- 4.1.1     To use privately owned United States-Flag commercial vessels to ship at least 50 % of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
  - 4.1.2     To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to METS; (through the VENDOR in the case of a lower-tier participating Subcontractor’s bill of lading); and
  - 4.1.3     To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

- 4.2 Fly America Requirements** The VENDOR agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R part 301- 10, which provide that recipients and subrecipients of Federal funds and their Vendors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The VENDOR 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 VENDOR agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

## **ARTICLE FTA-5. EMPLOYEE PROTECTIONS - Not Applicable**

## **ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

- 6.1** The VENDOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the Consultant certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which METS relies in entering this Contract. If it is later determined that the VENDOR knowingly rendered an erroneous certification, in addition to other remedies available to METS, the Federal Government may pursue available remedies, including suspension or debarment or both. The VENDOR shall provide to METS immediate written notice if at any time the VENDOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The VENDOR will include a provision requiring such compliance in its lower tier covered transactions.

## **ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES**

- 7.1 Clean Water Act.** For any project of \$150,000 or more, the VENDOR 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. sections 1251-1387. The VENDOR agrees to report each violation to METS and understands and agrees that METS will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (“EPA”) Regional Office. The VENDOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2 Clean Air Act Compliance.** For any project of \$150,000 or more, the VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. The VENDOR agrees to report each violation METS and understands and agrees that METS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The VENDOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

- 7.3 Energy Conservation.** The VENDOR 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 Federal Energy Policy and Conservation Act.
- 7.4 Recovered Materials.** The VENDOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA") as amended (42U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## **ARTICLE FTA-8. LOBBYING RESTRICTIONS**

For any project of \$100,000 or more, the VENDOR is required to make the following certifications. The VENDOR must also require its Vendors or subcontractors to make the following certification in any Contracts or subcontracts valued at or above \$100,000.

- 8.1 Certification of Restrictions on Lobbying; Disclosure.** The VENDOR certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the VENDOR 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.

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 a Federal contract, grant, loan, or cooperative agreement, the VENDOR shall complete and submit the "Certification of Restrictions on Lobbying" form.

The VENDOR 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 METS has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

By its signature on this Contract, the VENDOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, VENDOR understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

## **ARTICLE FTA-9. SEISMIC SAFETY – Not applicable**

## **ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS**

**10.1 National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the VENDOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

## **ARTICLE FTA-11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

**11.1 Program Fraud and False or Fraudulent Statements or Related Acts.** The VENDOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the VENDOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the VENDOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the VENDOR to the extent the Federal Government deems appropriate.

The VENDOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the VENDOR, to the extent the Federal Government deems appropriate.

The VENDOR agrees to include the above language in each subcontract under this contract, modified only to identify the Subcontractor that will be subject to the provisions.

## **ARTICLE FTA-12. CIVIL RIGHTS**

Under this Contract, the VENDOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

### **12.1 Nondiscrimination.**

**12.1.1 Nondiscrimination in Employment.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination

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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 VENDOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the VENDOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

**12.1.2 Nondiscrimination in Contracting.** The VENDOR agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) The VENDOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the VENDOR must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

**12.2 Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

**12.2.1 Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e et seq., and federal transit laws at 49 U.S.C. § 5332, the VENDOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The VENDOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the VENDOR agrees to comply with any implementing requirements FTA may issue.

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

**12.2.3 Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and Federal transit law at 49 U.S.C. section 5332, the VENDOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the VENDOR agrees to 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, and any implementing requirements FTA may issue. The VENDOR will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and any applicable implementing regulations.

**12.3 Inclusion in Subcontracts.** The VENDOR agrees to include the requirements of this article FTA-12 in each subcontract under this contract, modified only to identify the Subcontractor that will be subject to the provisions.

### **ARTICLE FTA-13. GENERAL PROVISIONS**

**13.1 Federal Changes.** The VENDOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between METS and FTA. The VENDOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

**13.2 No Obligation by the Federal Government.** METS and the VENDOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 METS, VENDOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The VENDOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the Subcontractor that will be subject to the provisions.

**13.3 Incorporation of FTA Terms.** Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The VENDOR shall not perform any act, fail to perform any act, or refuse to comply with any

METS requests which would cause METS to be in violation of the FTA terms and conditions.

## **ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- 14.1 Nondiscrimination.** Pursuant to 49 CFR part 26, the VENDOR, sub-recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VENDOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the VENDOR 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 METS deems appropriate. The VENDOR shall include this requirement in all subcontracts pursuant to this contract.
- 14.2 Prompt Payment.**
- 14.2.1 Reserved.
- 14.2.2 The VENDOR agrees to pay Subcontractors within ten (10) calendar days of the VENDOR's receipt of payment from METS for undisputed services provided by the Subcontractor. The VENDOR agrees to pay Subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work regardless of whether the VENDOR has received any retainage payment from METS. The VENDOR shall not postpone or delay any undisputed payments owed Subcontractors without good cause and without prior written consent of METS.
- 14.2.3 The VENDOR shall not, by reason of said payments, be relieved from responsibility for Work done by the Subcontractor and shall be responsible for the entire Work under this contract until the same is finally accepted by METS.
- 14.2.4 The VENDOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- 14.2.5 The VENDOR will not be reimbursed for work performed by Subcontractors unless and until the VENDOR ensures that Subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in METS finding the VENDOR in noncompliance with the DBE provisions of this Contract.
- 14.3 DBE Good Faith Efforts** During the term of this contract, the VENDOR will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the VENDOR meets its DBE commitment as set forth in its bid. These efforts shall include, without limitation, the following:
- 14.3.1 If the VENDOR requests substitution of a DBE subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form, the VENDOR shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of METS.

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- 14.3.2 The VENDOR shall not terminate for convenience any DBE Subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written consent of METS.
- 14.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, the VENDOR shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.
- 14.3.4 Failure to comply with the provisions of this section FTA-14.3 may result in METS finding the VENDOR in noncompliance with the DBE provisions of this Contract and the imposition of Administrative Sanctions described in section FTA-14.6.

**14.4 Reporting.**

- 14.4.1 The VENDOR will submit monthly progress reports to METS reflecting its DBE participation.
- 14.4.2 All DBE billing, submitted during the reporting period, must be finalized and reported to METS prior to submission of the VENDOR'S payment application.
- 14.4.3 Any changes to the DBE Subcontractor list or their amounts must be reported to METS. Changes include; DBE firms removed, DBE firms added, changes to subcontract amounts, and DBE credit adjustments.
- 14.4.4 All payments made to DBE firms must be finalized and reported to METS within 10 days of receipt of payment from METS.
- 14.4.5 Failure to submit this report in a timely manner will result in a penalty of \$10 per late day per report and may also result in the imposition of Administrative Sanctions under section FTA-14.6, pursuant to METS' DBE policy and USDOT regulations. For the purposes of this section FTA-14.4, timely submittal means notice to METS Project Manager by the close of business on the fifteenth (15<sup>th</sup>) of the following month.

**14.5 Review of Good Faith Efforts.**



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- 14.5.1 METS Equal Opportunity Officer will review the VENDOR's DBE progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of the VENDOR as stated in its bid.
- 14.5.2 If it is determined that the VENDOR's DBE utilization under the contract is not consistent with its commitment, the VENDOR will be requested, in writing, to submit evidence of its good faith efforts to meet the commitment. The VENDOR shall be given ten (10) working days to submit this documentation. Failure to respond shall place the VENDOR in non-compliance and subject to imposition of Administrative Sanctions as described in section FTA- 14.6.
- 14.5.3 The VENDOR's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. METS' staff shall make a determination as to the adequacy of the VENDOR's good faith efforts documentation and so inform the VENDOR. If it is determined that the VENDOR's good faith efforts documentation is acceptable, the VENDOR will be deemed to be in compliance with the DBE program.
- 14.5.4 If it is determined that the VENDOR's good faith efforts documentation is not acceptable, the VENDOR will be notified and be deemed to be in non-compliance with the DBE program.
- 14.5.5 Non-compliance by the VENDOR with the requirements of federal DBE regulations (49 CFR part 26) constitutes a breach of contract and may result in imposition of Administrative Sanctions as described in section FTA-14.6.

## **14.6 Administrative Sanctions.**

- 14.6.1 If METS deems the VENDOR to be in non-compliance with the DBE requirements of this contract, METS will inform the VENDOR in writing, by certified mail, that sanctions shall be imposed for failure to meet DBE utilization goals and/or failure to submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.
- 14.6.2 The VENDOR has five (5) working days from the date of the notice to file a written appeal to METS' Director. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The Director or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. There shall be no right of appeal to METS governing board.
- 14.6.3 Sanctions may include, without limitation: suspension of any payment or part due to the VENDOR for work that was identified to be performed by a DBE at the time of contract award, or of any monies held by METS as retained on the contract; denial to the VENDOR (including its principal and key personnel) of the right to participate in future contracts of METS for a period of up to three years; and/or termination of the contract for cause.

**ARTICLE FTA-15. VETERANS PREFERENCE – Not Applicable**

**ARTICLE FTA-16. EXECUTIVE ORDER – SPECIAL DEPARTMENT OF  
LABOR EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION  
PROJECTS – Not Applicable**

**ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS – Not  
Applicable**

**ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES**

- 18.1 Seat Belt Use.** The VENDOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
  - (2) Including a “Seat Belt Use” provision in each third party agreement related to this Contract.
- 18.2 Distracted Driving, Including Text Messaging While Driving.** The VENDOR agrees to implement Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:
- (1) The VENDOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the VENDOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
  - (2) The VENDOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - (3) The VENDOR agrees to include the preceding “Distracted Driving, Including Text Messaging While Driving” provisions in each third party agreement related to this Contract.

## **ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION**

The VENDOR certifies through the signing of this contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the VENDOR does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The VENDOR will include this certification as a flow down clause in any contract related to this Contract.

## **ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

**20.1** When applicable contracts in excess of \$175,000, and all nonprocurement transaction, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where VENDORS violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.

**20.2** ***Notification to FTA; Flow Down Requirement.*** If a current or prospective legal matter that may affect the Federal Government emerges, the VENDOR must promptly notify METS and FTA’s Region 5 Office’s FTA Chief Counsel and Regional Counsel. The VENDOR must include these requirements as a flow down clause in any subcontract related to this Contract.

20.2.1 The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.