

AMENDED



REQUEST FOR PROPOSAL (RFP) # 2020-05

PURCHASE OF BUS SHELTER

August 30, 2020

GARY PUBLIC TRANSPORTATION CORPORATION

100 W. 4TH AVENUE

GARY, IN 46402

PHONE: (219) 884-6100 EXT. 107

FAX: (219) 884-3003

AMENDED 9/16/2020

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PROCUREMENT SCHEDULE

GPTC RFP # 2020-05

PURCHASE OF BUS SHELTERS

RELEASE DATE----- August 31, 2018

ADVERTISEMENT -----September 1, 2020

VIRTUAL PRE-PROPOSER' CONFERENCE----- September 11, 2020 @10:00 AM, LST

Via: [Freeconferencecall.com/wall/gptcprocurement](https://freeconferencecall.com/wall/gptcprocurement)

RFP DUE DATE ----- September 28, 2020 @ 12:00 noon, LST

CONTRACT AWARD -----To Be Determined

The Gary Public Transportation Corporation (GPTC) is seeking proposals for the following:

PURCHASE OF BUS SHELTERS

RFP #2020-05

Proposals will be accepted via U. S. mail or hand-delivery only up to 12:00 P.M. local time on Friday, September 28, 2020 at 100 West 4th Avenue, Third Floor, Gary, Indiana 46402. For details, contact Shirley Scott, Procurement Agent at (219) 884-6100 extension 107 or by email at procurementagent@gptcbus.com.

Virtual Pre-proposal Conference scheduled September 11, 2020, LST

Contracts resulting from this Request for Proposal (RFP) are subject to all applicable equal opportunity laws, Disadvantaged Business Enterprise (DBE) regulations and affirmative action requirements of the Federal Transit Administration (FTA), and GPTC. Information regarding these and other FTA and GPTC requirements is on file at the GPTC Corporate Office.

The Gary Public Transportation Corporation reserves the right to accept any RFP or any part of parts thereof or to reject any and all RFP's and request new submissions. All responders are required to certify that they are not on the Comptroller General's List of Ineligible Contractors.

The Gary Public Transportation Corporation hereby notifies all responders that in regard to any contract entered into pursuant to this RFP, advertisement or solicitation; Disadvantaged Business Enterprises will be afforded full opportunity to submit quotes in response and will not be subjected to discrimination on the basis of race, religion, color, sex, handicap, national origin or ancestry in consideration for an award.

Jerome Parker
General Manager

INTRODUCTION, GENERAL INFORMATION

Date of Release	August 31, 2020
Pre-proposal Meeting	September 11, 2020 @ 10:00 AM/LST
RFP Due Date:	September 28, 2020 @ 12:00 noon. LST
Contract Award Date	To be Determined
Contracting Agency	Gary Public Transportation Corporation 100 West 4th Avenue, Third Floor Gary, IN 46402

Any contract entered into is subject to the provisions of applicable local, state, federal laws and regulations, and required Federal contract clauses are FTA Circular 4220.1F

CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS

Contractor should be aware that the contents of the successful proposal as well as the entire content of RFP#2020-05 and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the Federal Transit Administration (FTA) and Gary Public Transportation Corporation. Failure of contractor to accept these obligations will result in the rejection of its proposal or cancellation of an award. The model clauses set forth in this proposal are adopted and expressly made part of this RFP, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies and/or GPTC, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

SECTION 1.0 - OVERVIEW OF GPTC

The Gary Public Transportation Corporation, hereinafter GPTC, is a Municipal Corporation, within the City of Gary, Lake County, State of Indiana. The agency is governed by a seven-member Board of Directors. Board members are appointed by the Mayor and Gary Common Council. GPTC has 71 employees. Its annual adopted operating and capital budget from tax dollars approximates \$11.3M. GPTC provides the public transportation services for the Gary area. GPTC is the designated recipient of funds from the Federal Transit Administration (FTA), an agency of the United States Department of Transportation. GPTC functions on an operational basis under the Rules and Regulations of the United States Department of

Transportation through its Federal Transit Administration, applicable Indiana Codes, and the Ordinances and regulations established by the Gary Common Council.

GPTC is a party to a 13 (C) Labor Agreement with the Amalgamated Transit Union Local 517 covering all hourly employees. A collective bargaining agreement between GPTC and the ATU Local 517 is in place until April 30, 2022.

The annual operating budget of \$7.5 million is supported by Federal Transit Administration Section 5307 capital funds, State of Indiana Public Mass Transit Funds, farebox revenue, dedicated local property tax, and other local sources.

GPTC Corporate Office is located on the third floor of the Adam Benjamin Intermodal Transit Center in downtown Gary, Indiana. GPTC manages the Center, which is owned by the Civil City of Gary, Indiana. GPTC directly operates both fixed route and complimentary paratransit services from its Operations and Maintenance Facility located at 2101 West 35th Avenue in Gary, Indiana. For Calendar Year 2019 the annual fixed route revenue miles were 872,866 with 750,161 riders. Complimentary paratransit revenue miles were 69,333 with 15,261 riders.

*****THIS SECTION INTENTIONALLY LEFT BLANK*****

ADDITIONAL INFORMATION

“The following items are listed as required. Failure to include the following in the proposal submission will cause the proposal to be ruled non-responsive.”

PROPOSAL TERMS AND CONDITIONS

Proposal to be submitted should include:

1. The availability of or ability to address each specific product/service;
2. Disclosure of any outsourcing that is anticipated (and for what project elements);
3. A list of at least five (5) references. Please include clients’ business name, contact name, phone number, e-mail address and task(s) performed;
4. Responder’s qualifications, years in business, and experience in providing the services required by this proposal.
5. An effort to address the attached criteria in terms of content, to allow GPTC staff to compare quotations without having to request additional information.
6. All forms and certifications contained in the GPTC solicitation package.

Proposers shall remit five (5) copies of their proposal. One copy must contain all seals and original signatures; all others may contain photocopies of the seals and signatures. The original copy must be unbound. Proposal format is to be twelve (12) point Times New Roman font with one (1) inch borders on all sides. Proposers are to include a full electronic copy of their Proposal package (CD or flash drive) in a Microsoft compatible format (Microsoft Word, Excel, PDF, etc.)

Any alteration to the Federally Required Submission Forms contained in the RFP may be cause for the proposal to be declared as non-responsive.

For this RFP, all proposals must be submitted no later than 12:00 Noon local time on September 28, 2020 at the Corporate Office of GPTC located at 100 W. 4th Avenue, Gary, IN 46402.

Under no circumstance will any proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute and includes failure of a private delivery service or the United States Postal Services to deliver documents in a timely or schedule manner. No response will be accepted that is not in the hard copy format. Electronic responses are not valid for this RFP solicitation. Proposals received after the due date and time will be returned un-opened. Proposals must be enclosed in a sealed package or envelope with the name of the proposer and labeled as followed:

Gary Public Transportation Corporation
Shirley Scott, Procurement Agent
100 West 4th Avenue, Third Floor
Gary, IN 46402

RE: RFP #2020-05: PURCHASE OF BUS SHELTER

GPTC is not responsible and will not accept any responsibility for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of this proposal.

GPTC is not responsible to return to any vendor the proposal submitted to GPTC as an offer for this RFP.

PRE-PROPOSAL CONFERENCE

There will be a Virtual Pre-Proposal Conference held on September 11, 2020 at 10:00 a.m. local time in via Free Conference Call.com. The purpose of this conference is to address any questions that are forthcoming from the vendor. All question should be forwarded by fax: (219) 884-3003 or emailed to Shirley Scott at procurementagent@gptcbus.com. All responses will be reduced to a written format and alone with questions prior to, or at the meeting and sent to vendor no later than three(3) days after the pro-proposal meeting.

PROPOSAL EVALUATION CRITERIA

GPTC shall appoint an evaluation team to evaluate the contents of each proposal in light of certain criteria. Each evaluator shall assign a numerical rating for each category based on the proposal submittals and references. All composites for each vendor by each evaluator shall be established. Categories will be totaled for each vendor and the vendor with the highest rating average will become the vendor of choice of the committee, except if there is an over-riding cause acceptable to the committee and Corporation Counsel as a whole to set aside the rand and proceed to the next highest rated vendor. The GPTC Board of Director(s) will consider the evaluation committee recommendation and make the final award. Based on the Statement of Work and Vendor Instructions, the evaluation rating scale for proposals will be as follows

Factor	Description	Points
1.	Design, quality & durability of construction – <i>The quality and durability of each responder’s product will be evaluated for quality and durability</i>	30
2.	Ease of Installation & Mobility. <i>Shelters may need to be relocated, the proposal be will evaluated that allows for mobility from different sites.</i>	25
3.	Price <i>proposal will be evaluated based on price submission and responsiveness</i>	25
4.	Experience, capability and qualifications - <i>Qualifications will be measured by experience with similar project described in the scope of work and references.</i>	20

	TOTAL	100
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PURCHASE OF BUS SHELTERS

Gary Public Transportation is soliciting Request for Proposal from qualified vendor(s) to supply new bus shelters, signs, solar lighting and benches on an as needed basis on bus routes operated by Gary Public Transportation Corporation. GPTC anticipate that the terms of the contract will require an indefinite amount of new bus shelters, solar lighting and accessories. The terms of the contract will allow for the purchase of additional shelters as determined by Gary Public Transportation. The bus shelters will be funded from Federal Transit Administration (FTA) grants and is subject to the availability of this funding.

Term of Engagement: Term of contract shall be for one (1) year with one (1) year option to renew at the discretion of GPTC. The agreement may be terminated by either party upon ninety (90) days written notice to the other party.

Questions pertaining to this request for quotes shall be directed to Shirley Scott, Procurement Agent, at 219. 884. 6100 extension 107 or by email at: ProcurementAgent@gptcbus.com.

All quotes must be received by Friday, September 28, 2020 by 12:00 PM local time along with attachment A and attachment B. Virtual Pre- Bid Conference: Friday September 11, 2020 @1:00 p.m. at: freeconferencecall.com/wall/gptcbus/procurement

Bus Shelter Specification

Shelter size "A" : 10' x 4' -Radius Roof Non-Advertising Transit Shelter featuring : all aluminum construction, 1/8" aluminum roof panels secured by gasketed pressure ribs, custom sunset extrusion support posts and rear beam; internally telescoping adjustable leveling shoes for installation on concrete pad; decorative shoes, stainless steel escutcheon covers; 3/8" clear tempered glass in rear wall; half end walls, and center front windscreen; stainless steel anchors, installation hardware and instructions; all metal finished in Durable bake powder coat finish; color: Silver with clear coat

Shelter size "B" : 16' x 6' – Sunset Radius Roof Advertising Transit Shelter features: all aluminum construction; 1/8" aluminum roof panels secured by gasketed pressure ribs; flat back

to back advertising kiosk in the downstream full end wall with side hinged doors containing 3/16" clear tempered glass lenses; custom sunset extrusion support posts and rear beam; internally telescoping adjustable leveling shoes for installation on suitable concrete pad; decorative shoe escutcheon covers; 3/8" clear tempered glass in rear wall, full end wall, and center front windscreen; stainless steel anchors; installation hardware and instruction; all metal finished in super durable baked powder coat finish.

Shelter size "C": 10' x 6' Sunset Radius Roof Advertising Transit Shelter features: all aluminum construction; 1/8" aluminum roof panels secured by gasketed pressure ribs; flat back to back advertising kiosk in the downstream full end wall with side hinged doors containing 3/16" clear tempered glass lenses; custom sunset extrusion support posts and rear beam; internally telescoping adjustable leveling shoes for installation on suitable concrete pad; decorative shoe escutcheon covers; 3/8" clear tempered glass in rear wall, full end wall, and center front windscreen; stainless steel anchors; installation hardware and instruction; all metal finished in super durable baked powder coat finish.

Bench specifications

72" Euro model bench featuring; aluminum frame flat bench with black comingled HDPE recycle plastic slats; no back; two seat delineator bars to form 3 seating areas; internally telescoping adjustable leveling shoes; stainless steel anchors; all installation hardware and instructions. All component finished in Super durable baked polyester powder coat finish.

Solar Lighting System

Solar lighting featuring security lighting under shelter roof with five (5) day minimum autonomous operation; 8-Watt LED light fixture; 60W roof mounted solar panels; custom under roof mounted enclosure with integrated battery storage, ECM, bracketry and wiring; custom installation/bracket kit to fit shelters; All components finished in Super Durable baked polyester powder coat finish.

Sign

Nine (9') custom sign pole

100% aluminum construction; fully factory welded construction; post fabricated from 3" square tube with surface mounting plate for 9' total height; 13" Tall x 10-3/4" width x 3" thick sign box at top of pole with custom agency logo on both faces for branding; 15" x 48" aluminum map/schedule holder with single sided acrylic lens face mounted to post, with custom decal applied to solid aluminum rear face; custom graphics artwork to be supplied by project owner;

fully factory assembled; all metal components finished in super durable baked powder coat finish in standard RAL colors. All installation instructions, hardware and anchors provided.

Mounting Base for 10' Pylon Sign

Pylon sign 10' X 3': 100% aluminum construction; narrow profile blade design approximately 6" wide constructed from aluminum extrusion; 12" below grade mounting base to form narrow profile and flush surface mount; stainless steel kick plates; two (2) identical static map case displace cases. One in each face with poly carbonate lenses in hinged doors secured by tamper proof cam locks; all metal surface finished in super durable baked powder coat finish in standard RAL color. Custom graphics and decal branding wraps at top and bottom of pylon sign faces (Digital artwork) provided by owner; no lighting or electrical; engineered drawing to be provided at all installation instructions, hardware and anchors for installation by others.

Shipping & Delivery

All shelters and associated components are to be shipped to:

Gary Public Transportation Corporation
2101 West 35th Avenue
Gary, IN 46408

Price of delivery must be included with the bidder's response as a separate line item. Bidders assumes all risk for shipping. Shelter items or components damaged (with photo of damages upon receipt of shipment) in transit shall be returned to the bidder at their cost. Bidder shall assume cost and responsibility of replacement of and shipping of damaged item(s).

PRICING

Based on the provisions in the Scope of Work, no specific amount of contract award has been prescribed. Actual amount of contract award will be based on delivered product, as well as GPTC standards for use of public funds, i.e. all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories and the amount of funds available. The most advantageous submitted quotes to GPTC in terms of both quality and cost will be recommended.

The Gary Public Transportation Corporation shall pay to the Vendor the price(s) stated in the Vendor's proposal or alternate proposal as accepted by GPTC.

If applicable, all items are to be delivered F.O.B. destination, unless otherwise stated. All transportation costs from the shipping point to the destination shall be paid by the vendor and included in the submitted price. Full responsibility for any damages incurred while in transit shall be borne by the vendor.

All invoices for supplies, services, materials or equipment shall be submitted to:

Gary Public Transportation Corporation
Attention: Accounts Payable Department
100 West 4th Avenue, Third Floor
Gary, Indiana 46402

Invoice Submission, Contents, and Payments

Vendors shall submit invoices for all delivered products. GPTC may not pay in advance for products. GPTC requires all invoices submitted clearly define and show on the face of the invoice the project for which the invoice is being submitted.

Commodity invoicing should show Purchase Order (and contract number if applicable), part numbers, quantities, and unit as well as extended prices, and any delivery, core or set-up charges included by date.

GPTC will review and process for payment acceptable invoices, or returns faulty invoices to the vendor within fourteen (14) days. All invoices retained for processing will be paid in thirty (30) days from receipt of properly executed invoice and signed claim form.

Invoice Payment

Payment terms of the contract shall be NET 30 DAYS except where Cash Discount Terms are requested and included on the Proposal cost sheet by the respondent.

Vendor cash discount terms on invoices that offer to GPTC better cash discounts than the Proposal may be accepted. The minimum acceptable payment term is NET 30 DAYS.

Request for terms of less than this will most probably not be honored unless supported by a need or circumstance that would justify a change in policy on the part of GPTC.

AWARD

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE RESPONDENT. GPTC reserves the right to accept any RFP or any part or parts thereof or to reject any and all RFPs and request new submissions. The successful vendor shall be considered, and shall accept status as being that of, an independent contractor to GPTC, and shall recognize that they are not an employee or officer of the Corporation.

AUTHORIZED SIGNATURE

Proposal must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days.

Failure of the successful responder to accept the obligation of the award may result in the cancellation of any award. A signed copy of the Signature Sheet (Attachment A) must be returned with all proposals.

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

SINGLE OFFERS

If only One (1) offer is received, GPTC is required under the terms of **FTA Circular 4220.1F** to conduct a cost and price analysis. That analysis will then be submitted to the FTA prior to any award. Vendor is required to hold pricing firm until FTA approval or rejection is received. Vendors are required to provide for the analysis any requested information. Failure to provide the requested information will result in the vendor being removed from consideration for contract completion.

GPTC reserves the right to accept or reject the submitted offer on the basis of the analysis or comparison alone if it is deemed in the best interest of GPTC to accept or reject.

FEDERAL PARTICIPATION

GPTC is a recipient of Federal Funding through the Federal Transit Administration (FTA) of the United States Department of transportation. GPTC and its contractors must comply with all applicable federal statutes, regulations, executive orders, FTA circulars, and other federal administrative requirements in carrying out a project supported by FTA grants

INDEPENDENT CONTRACTOR

The successful vendor shall be considered and shall accept status as being that of, an independent contractor to GPTC and shall recognize that they are not an employee or officer of the Corporation.

TAXES

GPTC is tax exempt from Federal and State excise, use and sales taxes. As such taxes shall not be included in proposal prices. GPTC shall furnish the necessary tax exemption certificates.

WITHDRAWING PROPOSALS

After proposal are opened by GPTC, the proposer may not withdraw proposals one hundred twenty (120) days. However, prior to the date/time set for the proposal opening, proposals maybe modified.

RESERVED RIGHTS

GPTC reserves the right to withdraw this solicitation at any time in the process prior to contracting upon notification to all vendors in receipt of solicitation documents by fa, email or letter to their last know business address. If such action is taken, no vendor will have claim for recompense.

PROPOSAL CHECKLIST GPTC RFP # 2020-05

(Must be returned with your proposal)

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

Did you read and understand the General Specifications? Yes__ No__ Initials_____

Did you read and understand the Scope of Work? Yes__ No__ Initials_____

Are there any exceptions to the instructions as described? Yes__ No__ Initials_____

If yes, explain:

Certificate Item Required to Be Returned

Acknowledgement of Amendments _____

Proposal Check List _____

DBE Commitment Form _____

Certificate of Procurement Integrity _____

Certificate of Restriction on Lobbying _____

Offer (correct number of copies, and signatures) _____

Certificate Regarding Debarment _____

Affidavit of Non-collusion _____

Contract Pricing Offer Form (Bid Form 95) _____

DOT Assisted Contracts Bidders List Certification _____

Proposal Contract Form _____

Buy America Certification _____

Responsibility Questionnaire _____

Organizational Conflict of Interest Narrative _____

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

NO OFFER SHALL BE ACCEPTED OR CONSIDERED THAT IS RECEIVED LATER THAN THE TIME AND DATE STATED AS THE SUBMISSION REQUIREMENT. TIME GIVEN IN THE SOLICITATION IS THE CURRENT TIME OBSERVED BY THE CONSOLIDATED CITY OF GARY, INDIANA.

DBE COMMITMENT FORM

(To be returned with your proposal)

A. _____ The undersigned firm certifies that it is a DBE contractor (mark N/A for non-applicable answers) _____ %

A.1 For DBE, specify percentage of minority ownership _____ %

A.2 For DBE, specify percentage of women ownership _____ %

B. The undersigned certifies that they are a joint venture in which the following DBE firm is a joint venture partner (mark N/A for non-applicable answers)

B.1 The DBE firm shall have _____% participation of employees, and shall have _____%

participation in cost in this project

B.2 Specify the percentage of minority/women ownership in the DBE firm _____%

C. The undersigned commits _____% of the total Proposal price as a subcontract to minority business enterprise participation. The DBE firms, which are proposed as subcontractors, are the following:

Name, Address, and type of work performed by firm:

1. _____
—
2. _____
3. _____

D. The undersigned commits _____% of the total Proposal price as a subcontract to: women business enterprise participation. The DBE firms, which are proposed as subcontractors, are the following

Name, Address, and type of work performed by firm:

1. _____
2. _____
3. _____

Are there DBE firms employed by your company for services that are not directly responsible for the manufacture, supply, or service that your company provides, such as: printing, cleaning, delivery, etc. If applicable, please list the names, address, and

E. type of work performed by the firms:

1. _____

2. _____

3. _____

F. _____ Complete (1) and (2) below if participation goals of 10% cannot be met.

F.1 My company cannot meet the participation goals for the following reasons:

F.2 We have taken the following steps in an attempt to comply with these participation goals:

Firm Name:

Address:

By: (sign in ink)

CERTIFICATE OF PROCUREMENT INTEGRITY

(Must be returned with your Proposal)

I, _____, am the officer or designated employee

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

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

(Insert firm name)

who has participated personally and substantially in the preparation or submission of this offer, has certified that he/she is familiar with, and complied with, the requirements of Subsection 27(a) concerning any violation or possible violation of the FPPA, pertaining to this document.

Violations or possible violations: (enter "NONE" if none exist)

Signature of Responsible Officer or Employee Date

Typed name of Responsible Officer of Employee

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, US. Code, Section 1001.

- Section 27 became effective July 16, 1989

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each Proposal or offer exceeding \$100,000)

(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--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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 sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). My 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Authorized Official

Signature of Contractor's

Authorized Official

Name and Title of Contractor's

Date

PROPOSAL OFFER

(Return with Proposal)

COMPLETED BY THE VENDOR

GPTC requires a responsive offer. Offers not fully complying with the specifications may be ruled non-responsive. Offers that qualify and of the terms and conditions as stipulated by GPTC may cause a response to be ruled non-responsive. Any additions, deletions, changes, or exceptions to the solicitation and/or addenda may cause the response to be ruled non-responsive. Any change to the required format of submission may cause a response to be ruled non-responsive. The inclusion of any cost, form of cost, or additional cost items not asked for in the solicitation may cause the response to be ruled non-responsive.

Please submit the items indicated on the Proposal Check List and any required manufacturer specification or safety data sheets with your proposal to assure you are providing a responsive submission.

When a Proposal has been accepted for an award through the GPTC Board of Directors approval and authorization, this Proposal form, and all specifications and addenda to offers incorporated herein, by specific statement or by reference, shall become the contract between the two parties, the vendor selected and the Gary Public Transportation Corporation.

Company Name

Address

City, State, Zip Code

Agent, (Signature and Title)

Typed Name _____

Telephone _____ Date Signed _____

Contract Number GPTC RFP # 2020-05

Completed by GPTC

The foregoing offer to furnish labor, material(s), supplies, equipment, or service(s), to perform in accordance with the requirements contained within this solicitation, all relevant amendments and negotiated items, has been accepted by an award of the GPTC Board of Directors, and is signed to create the contract between GPTC and the above Vendor. Vendor signature(s) and return of this document in original form is acceptance and completion of the contract process.

BY: _____ Date _____

**Appendix B to Part 29 –
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the certification setout below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Proposal, and voluntarily excluded, as used in this clause. Have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled ‘Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,’ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT

(Must be returned with your Proposal)

To be submitted on all contracts reasonably anticipated to exceed \$25,000.00 in value. THE UNDERSIGNED PROPOSER/OFFER/SUBCONTRACTOR (“ATTESTER”) CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT:

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

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency

Have not for a three (3) year period proceeding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract: violation of Federal or State antitrust status relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or charged in any civil action by a government entity with commission of any of these offenses enumerated above.

The Attester has not, within a three (3) year period preceding this offer, had one (1) or more contracts terminated for default by any governmental agency.

“Principals”, for the purpose of this certification, means officers, directors, owners, partners, and persons having a primary management or supervisory responsibilities within a business entity.

This certification concerns a matter which may be within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, USC.

The Attester shall immediately notify the Procurement Department at any time the Attester learns that its certification was erroneous when submitted or has become erroneous.

A certification in which any of the items detailed above exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester's responsibility. Failure of the Attester to furnish a certificate or provide such additional information as requested by Gary PTC may render the Attester non-responsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to Gary PTC, the Authority may terminate the contract resulting from this solicitation for default.

If Attester is unable to certify to any of the statements in this certification, attach an explanation to this certification.

(Signature of Authorized Company Official) Company Name TYPED

(Title of Official, Including Name, Typed)

AFFIDAVIT OF NON-COLLUSION

THE UNDERSIGNED, HAVING SUBMITTED A PROPOSAL, QUOTE, OR BID FOR

_____ In
accordance with notice

given by the Procurement Office of the Gary Public Transportation Corporation and/or its Board of Directors for the purposes or support of the transit services in and for the Consolidated City of Gary, Indiana, for and behalf of himself, or themselves, first being duly sworn says:

That said bidder, quoter, or proposer has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price to be bid by any person, or to prevent any person, or persons, or company from submitting pricing; or to entice any bidder, quoter, or proposer to refrain from pricing for such supplies, merchandise, service, or contract, and that said bid so made is without reference or regard to any other bid or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

Proposer (Firm)

Signature of Proposer or Firm

STATE of _____

SS:

County of _____

Subscribed and sworn before me this _____ day of _____,
20_____

My commission expires _____

Notary Public Seal

Dated a _____

City _____ State _____ Date: _____

Failure to properly Notarize and Return This Form Will In validate Your Proposal

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA

SS

COUNTY OF _____

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

Signature _____

Printed Name _____

Title _____

Company _____

Before me, a Notary Public in and for said County and State personally appeared,

who acknowledged the truth of the statements in the foregoing

affidavit on this _____ day of _____, 20

Signature of Notary Public

County of Residence: _____

Commission Expires Date: _____

Printed or Typed Name of Notary Public

DOT ASSISTED CONTRACTS

BIDDER'S LIST

[49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all bidders submitting responses to solicitations. To assist in the building of demographics for the area upon which reasonable and effective expectations of DBE/MDE opportunities may be based, all bidders are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process for the solicitation.

Firm Name:

Firm Address: _____

Firm Phone:_(_____)_____ Firm Fax:_(_____)_____

General Classification of firm by quantity of employees

_____ Less than 10 _____ 1-50 _____ 51-100 _____ 101 - 500

_____ 501-1000 _____ 1001-5000 _____ More than 5000

General Classification of Firm in Age of Existence

_____ 0 years _____ 6-19 years _____ 11-50 years _____ Over 50 years

General Classification by Type

_____ This firm is a Small Business _____ This firm is a certified DBE

_____ This firm is a certified WBE _____ This firm is not one of the above.

General Classification by Annual Gross Income

_____ The approximate annual gross income for this firm is less than \$100,000

_____ The approximate annual gross income for this firm is \$100,000- \$250,000

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

_____ The approximate annual gross income for this firm is \$500,001 - \$1M

_____ The approximate annual gross income for this firm is \$1M - \$5M

I certify this information is accurate to the best of my knowledge.

Signature Printed Name Date

PROPOSAL, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)

(Please type or print)

1. Government Unit _____

2. County _____

3. Bidder (Firm) _____

Address _____

City/County _____

4. Telephone Number

5. Agent of Bidder (if applicable

Pursuant to notices given, the undersigned offers bid(s) to
(Governmental Unit) in accordance with the following attachment(s) which specify the class or
item number or description, quantity, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any
changes or alterations in the items specified will render such bid void as to that class or item.
Bidder promises that he has not offered nor received a less price than the price stated in his bid
for the materials included in said bid. Bidder further agrees that he will not withdraw his bid
from the office in which it is filed. A certified check or bond shall be filed with each bid if
required, and liability for breach shall be enforceable upon the contract, the bond or certified
check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Class of Item _____

Quantity _____

Unit _____

Description _____

Unit Price _____

Amount _____

PROPOSAL OFFER OR PROPOSAL

(Contractor)

(Address)

FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)

FILED _____, 20_____

THIS PROPOSAL ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS

This _____ day of _____ 20 _____

P.O. No. _____

Date

IF NO PART OF PROPOSAL IS ACCEPTED, WRITE
THE WORD "REJECTED" ACROSS FACE

BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

RESPONSIBILITY QUESTIONNAIRE

PART I – INSTRUCTIONS

1. Please state "not applicable" for questions clearly not applicable to this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Bidder/Proposer signs this Questionnaire, Bidder/Proposer must, as part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire.
2. All information must be legible.
3. The term "Bidder" includes the terms "Proposer" and "Vendor" also refers to the firm awarded the Contract. The term "Bid" includes the term "Proposal".
4. If during the performance of this Contract, either of the following occurs, Bidder shall promptly give notice in writing of the situation to Gary PTC, and therefore cooperate with Gary PTC's review and investigation of such information:
 - a. Bidder has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
 - b. Events occur or circumstances change so that an answer to any question is no longer accurate or complete.
5. In Gary PTC's sole discretion, the following shall constitute grounds for Gary PTC to take remedial action up to and including termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - a. Bidder fails to notify the Gary PTC as required by "4" above:
 - b. Bidder fails to cooperate with Gary PTC's request for additional information as required by "4" above.
6. Gary PTC reserves the right to inquire further with respect to Bidder's responses; and Bidder consents to such further inquiry and agrees to furnish all relevant documents and information as requested by Gary PTC. Any response to this document prior or subsequent to Bidder's Proposal which is or may be construed as unfavorable to Bidder will not necessarily automatically result in a negative finding on the question of Bidder's responsibility or a decision to terminate the Contract if it is awarded to Bidder.

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PART II – IDENTITY OF PROPOSER

Company Full Legal Name: _____

Contact Person: _____

Legal Address: _____

Telephone Number: _____

E-mail Address: _____

Indicate all other names by which this organization has been know and the lengths of time know by each name. Please attach additional pages as needed.

Company Federal Taxpayer Identification Number: _____

Company DUNS Number: _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

An individual or sole proprietorship _____

A general partnership _____

A limited partnership _____

A joint venture consisting of _____
and

List all joint ventures on a separate sheet if space is Inadequate _____

A non-profit organization _____

A corporation organized or incorporated under the laws of
the following state or country: _____

On the following date: _____

1. If the organization is a corporation, indicate the following"

Date of Incorporation: _____

State of incorporation _____

President's name _____

Vice-President's name _____

Secretary's name _____

2. Provide Certificate of Incorporation _____

3. Years in business under current name _____

4. If the organization is an individual or partnership, answer the following:

Date of Organization _____

Name and address of all partners (state whether general or limited partnership) Please attach additional pages as needed.

5. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

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6. List the States in which your organization is legally qualified to do business. List states in which partnership or trade name is filed. Please attach additional pages as needed.

7. Trade References: List names, addresses and telephone numbers of three firms with whom your organization has regular business dealings. Please attach additional pages as needed.

Business Name Address Contact Telephone Number

8. List below the names, business addresses, telephone numbers and contact person(s) of three Companies, Firms or Organizations similar in size to Gary PTC for whom you have provided work/services similar to those sought through this Request for Proposal.

Business Name Address Contact Telephone Number

9. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:

10. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

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11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

12. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the organization. It is imperative that the company demonstrates it has the financial capacity to carry out the overall performance of this project.

Name of the firm preparing the financial statement and date of preparation:

13. Is this financial statement for the identical organization named on the first page of this questionnaire? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary). Will this organization act as a guarantor of the contract for management?

I certify that the attached financial statements for this Proposal properly reflect the financial position of the company for the periods indicated on the financials.

Title: _____

Name _____

Date _____

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PART III - TECHNICAL

1. List each contract which, during the last two years, the person/entity contracting with you: i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

2. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES _____ NO _____ If answer is "YES," explain below:

3. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None"

5. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years?

YES _____ NO _____ If answer is "YES," explain below:

6. List the names, titles and attach resumes or brief descriptions of the related industry experience for all management personnel assigned to this project. At a minimum this will include the primary Manger assigned to this project that will have the primary responsibility for this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

PART IV – VERIFICATION AND ACKNOWLEDGEMENT

STATE OF _____)
)SS:
COUNTY OF _____)

On the ____ day of _____ 20_____, before me personally came and appeared _____, by me know to be said person, who swore under oath as follows:

1. He/She is _____ of _____

(Print Title) Print Name of Firm)

- 2. He/she is duly authorized to sign this Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
- 3. The answers to the questions set forth in this Questionnaire are true, accurate and complete.
- 4. He/she acknowledged and understands that the Questionnaire includes provisions, which are deemed included in the Contract if awarded to the firm.

Sworn to before me this ____ day of _____ 20 _____

_____- (Notary Public)

CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS

Contractor should be aware that the contents of the successful proposal as well as the entire content of RFP #2020-05 and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the Federal Transit Administration (FTA) and Gary Public Transportation Corporation (GPTC). Failure of contractor to accept these obligations will result in the rejection of its response or cancellation of any award.

The model clauses set forth in this package are adopted and expressly made part of this RFQ, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies and/or GPTC, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES

The following clauses will apply to all contracts resulting from this solicitation:

1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

GPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has

made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 ACCESS TO RECORDS AND REPORTS

The Vendor agrees to provide GPTC, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) 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, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Vendor access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever and to copy excerpts and transcriptions as reasonably needed.

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

4 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 2007) between GPTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5 TERMINATION

For all contracts entered into by GPTC and any contractor or subcontractor for which the amount of costs shall be Ten Thousand Dollars (\$10,000) or more, any termination shall be in accordance with the provisions found in **49 U.S.C. Part 18, and FTA Circular 4220.1E**. These provisions shall apply to contracts at all tiers of the project.

Termination for Convenience (General Provision): GPTC may terminate this contract in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to GPTC to be paid the contractor. If the contractor has any property in its possession belonging to GPTC, the contractor will account for the same, and dispose of it in the manner GPTC directs.

Termination for Default [Breach or Cause] (General Provision): If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, GPTC may terminate this contract for default. Termination shall be effected by the serving a notice of termination on the contractor setting forth the manner in which the contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General provision): GPTC at its sole discretion may, in the case of a termination for breach or default, allow the contractor fourteen calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the contractor fails to remedy to GPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within fourteen (14) working days after receipt by the contractor or written notice from GPTC setting forth the nature of the breach or default, GPTC shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude GPTC from also pursuing all available remedies against the contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that GPTC elects to waive its remedies for any breach by contractor of any covenant, term, or condition of this contract, such waiver by GPTC shall not limit GPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts): GPTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, GPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Services): If the contractor fails to deliver supplies or fails to perform, the services in the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, GPTC may terminate this contract for default. GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default.

The contractor will only be paid the contract price for supplies delivered and accepted, for services performed in accordance with the manner of performance set forth in this contract.

If after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the GPTC.

Termination For Default (Transportation Services): If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the

contractor has possession of GPTC's goods, the contractor shall, upon direction of GPTC, protect and preserve the goods until surrendered to GPTC or its agent. The contractor and GPTC shall agree on payment for the preservation and protection of goods. Failure to agree on amount will be resolved under the Dispute clause. If after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GPTC.

Termination for Default (Construction): If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with other provisions of this contract, GPTC may terminate this contract for default. GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event GPTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to GPTC resulting from the contractor's refusal or failure to complete the work within the specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by GPTC in completing the work. The contractor's right to proceed shall not be terminated nor the contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of GPTC, acts of another contractor in the performance of a contract with GPTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. The contractor, within ten (10) days from the beginning of any delay, notified GPTC in writing of the causes of delay.

If, in the judgment of GPTC, the delay is excusable, the time for completing the work shall be extended. The judgment of GPTC shall be final and conclusive on the parties, but subject to appeal under the dispute clauses.

If after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of GPTC.

Termination for Convenience or Default (Architect and Engineering): GPTC may terminate this contract in whole or in part, for its convenience or because of the failure of the contractor to fulfill the contract obligations. GPTC will terminate by delivering to

the contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for convenience of GPTC, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the contractor to fulfill the contract obligations, GPTC may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by GPTC. If after termination for failure to fulfill the contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GPTC.

Termination for Convenience of Default (Cost Type Contractors): GPTC may terminate this contract, or any portion of it, by serving Notice of Termination on the contractor. The notice shall state whether the termination is for convenience of GPTC or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from GPTC, or property supplied to the contractor by GPTC. If termination is for default, GPTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to GPTC and the parties shall negotiate settlement to be paid the contractor. If the termination is for the convenience of GPTC, the contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, GPTC determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, GPTC, after setting up a work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

6 DISADVANTAGED BUSINESS ENTERPRISE

The following assurances are included in all agreements between GPTC and the vendors to whom contracts are issued.

- a. Any and all financial assistance agreements signed by GPTC will include an assurance that GPTC will not discriminate on the basis of race, color, national origin, or gender in the award and performance of any DOT assisted contract or in the administration

of its DBE program or the requirements of 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. GPTC's DBE program, as required by 49 CFR, Part 26, and as approved by USDOT, will be incorporated by reference in all applicable agreements.

- b. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement.

Each contract that GPTC signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance: "The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or gender in the performance of this contract. The contractor shall carry out applicable requirements of **49 CFR, Part 26** in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as GPTC deems appropriate." Prompt Payment Mechanism, 49 CFR, Part 26.29 GPTC has established a mechanism for prompt payment of DBE subcontractors by prime contractors. Prime contractors are required to pay subcontractors within five days from the receipt of payment from GPTC. They are further required to return funds retained within thirty (30) days after the subcontractor's work is satisfactorily completed. Clauses requiring prompt payment have been included in all GPTC agreements with contractors. Prime contractors are required to include this language (clauses) in their contracts with subcontractors. Any delay or postponement of payment may only take place for good cause, with prior approval of GPTC. Where there are disputes, prime contractors and subcontractors will be required to use appropriate Alternative Dispute Resolution (ADR) mechanism to resolve payment disputes. GPTC will participate in the resolution if necessary. Failure to carry out prompt payment requirements will be considered a breach of contract with the following results:

- a. GPTC will not reimburse prime contractors for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- b. GPTC will not award future contracts to prime contractors who refuse to pay promptly.

Financial Institutions, 49 CFR, Part 26.27 GPTC has thoroughly investigated its service area for banks and financial institutions owned and controlled by DBEs. The results of the investigation revealed that there are no such institutions within the City of Gary. However, GPTC encourages the prime contractors, subcontractors, and various vendors to search for and utilize services provided by financial institutions that are owned and/or controlled by DBEs, and requires all such parties to make good faith effort to do so. GPTC, in accordance with **Title VI of the Civil Rights Act of 1964, 778 §252, 42 U.S.C.**

2000d to 2000 – 4, and Title 40, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the DOT issued pursuant to such act, hereby notified all vendors that it will affirmatively insure that for any contract entered into pursuant to this advertisement; Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminate against on the grounds of race, color, sex, age or national origin in the consideration of award.

DBE is a small business concern and is a business of which at least 51% is owned and controlled by a Minority group member(s). The minority ownership must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business.

Small business concerns are a small business as defined by **Section 3 of the Small Business Act and Appendix B – Section 106(c)** determinations of Business Size. Socially and economically disadvantaged individuals are those who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent resident) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities and individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

NOTE: Minority includes the following groups: African-American, Spanish American, Native-American, Asian, Pacific Islander, Alaskan Natives, and women.

- i. “Black Americans” which includes persons having origins in any of the Black racial groups of Africa.
- ii. “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture of origin, regardless of race.
- iii. “Native American” which include persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- iv. “Asian Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas.
- v. “Asian Indian Americans” which includes persons whose origins are from India, Pakistan, and Bangladesh.

The contributions of capital, equipment, or expertise that has been made by the minority owners must be real, substantiated, and documented. It is the policy of GPTC that DBE vendors should participate to the greatest extent possible consistent with the laws of the State of Indiana in contracts awarded by GPTC.

It is the policy of DOT that DBEs as defined in **49 CFR Part 23** and amended in **Section 106(c) of the Surface Transportation Assistance Act of 1987**, shall have the maximum

opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of **49 CFR 23** and amended by **Section 106(c) of the Surface Transportation Assistance Act of 1987** apply to this agreement and is considered pertinent to any contract resulting from this solicitation. It is further the policy of GPTC to promote the development and increase the participation of business owned and controlled by the disadvantaged. DBE involvement in all phases of GPTC's procurement activities are encouraged. Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses. GPTC's goal for budgeted service contract, bus repair parts, and other materials and supplies for DBEs participation have been established at 2.96%. Contractors agrees to ensure that DBEs as defined in **49 CFR Part 23 and Section 106(c) of the STURAA of 1987**, have the maximum opportunity to participate in part or in whole with Federal Funds provided under this agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, age, religion, sex, national origin, or physical handicap I the award and performance of subcontracts.

DBE Obligation

GPTC will provide guidance and assistance as may be necessary to assist the contractor to ensure that DBEs, as defined in **49 CFR Part 23**, have the maximum opportunity participate in the performance of contractors and subcontractors financed in whole or in part by FTA funds.

Contractors shall not discriminate on the basis of race, color, sex, age, or national origin in the award and performance of DOT assisted contracts.

If a specific DBE goal is assigned to this contract, the goal will be clearly stated in the Scope of Work of this solicitation. If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, GPTC may declare the contractor non-compliant and in breach of contract. If a goal is not stated in the Scope of Work, it will be understood that no specific DBE goal has been assigned this contract.

The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts financed in part or in whole with Federal Funds. All necessary steps will be taken to assure total and full compliance with the intent and the contents of **49 CFR Part 23** as amended. The contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with GPTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of GPTC and will submit them to GPTC upon request.

7 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

GPTC and the Contractor agree that in compliance with **FTA Circular 4220.1F** certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions shall be included by reference. All contract provisions required by DOT, as set forth in **FTA Circular 4220.1F** are hereby incorporated by reference.

Anything to contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GPTC requests, which would cause GPTC to be in violation of the FTA terms and conditions.

8 ENERGY CONSERVATION REQUIREMENTS:

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 Energy Policy and Conservation Act.

9 ACCESSIBILITY

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

PROTEST PROCEDURE

The "Bid Protest Procedure" detailed below is an integral part of the GPTC procurement policies.

It is provided to ensure fairness to all prospective vendors desiring to compete for business from GPTC and to prepare a response to any solicitation in which GPTC specifies requirements for equipment, material, services, or goods.

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

All protest must include the following minimal information:

1. Business Name, Protestor name, Business address, and Business phone number.
2. Identification of the solicitation in protest by number.
3. A detailed statement of the legal and/or functional ground under protest, including copies of the relevant documents.
4. A brief statement of the relief requested.

All protest documents that are received by GPTC shall be stamped with the date and time received and logged into a "Protest File".

DEFINITIONS:

For purposes of the Protest Procedure, the following definitions apply:

1. Days refers to working days of the Federal Government.
2. File or submit refers to the date of receipt by GPTC or the FTA, as the case may be.
3. Interested Party means an actual or prospective bidder or offeror, whose direct economic interest would be affected by a reward of, or a refusal to award, a contract.
4. Bid includes the term "offer" as used in the context of negotiated procurements as well as the terms "Bid", "Submission", or other terms generally recognized to apply to a formal submission to a request by a business for selection of goods or services.

Protest Before An Award

Protest before an award must be submitted within the time frames specified for each of the two types of before award protest. The Director of Procurement shall notify and log as detailed above.

For those protest which are a protest against the allotted time for offer preparation, solicitation content, specification detail, or procedural protest, the time frame during which such protest shall be received shall be limited to three (3) days before the time/date given for the receipt of Offers (including the day of any bid opening or receipt as day three (3)). If such protests are not lodged within the specified time, the participants in the subject solicitation shall be deemed to have waived all rights to protest any procedural or specification item.

If after the submission of offers but before the formal award of a contract, any offeror or vendor feels the need to file a protest; such protest must be received within ten (10) days of the scheduled opening of the referenced response.

If "before award" protests are received within the specified time, the Director of Procurement shall request of each vendor submitting a response a certification of the extension of prices and waiver of time to preclude any requirements to re-solicit.

Where a written protest is received against the making of an award, the award shall not be made until five (5) days after the resolution of the protest, unless the Director of Procurement determines that:

- The item(s) being procured is critical to business; or
- Deliverance or performance will be unduly delayed if there is a failure to award; or
- Failure to make prompt award will otherwise cause undue harm to GPTC or the State or Federal government.

In the event a determination is made that the award is to be made during the five-day period, or during the pendency of a protest, the Director of Procurement shall furnish written notification to FTA of the intent to award prior to the award. FTA reserves the right to not participate in any such award.

If such an award is made, the files will contain full and adequate documentation as to the causes and points dictating such decision be made. All persons who are party to the solicitation shall be furnished duplicate copies of all pertinent information with confirmation of the award having been made.

Protest After an Award

Protest against award must be filed with the Procurement Director of GPTC within five (5) days immediately following the award. The protest will be accepted and logged and all parties shall be advised such a protest has been logged. If it appears likely that an award will need to be rescinded or an award invalidated and a delay in receipt of goods or services shall result that is not prejudicial to GPTC's interest, a negotiated agreement to suspend performance shall be sought on a no cost basis.

GPTC shall render through the Director of Procurement, a decision on the protest within fourteen (14) days after the receipt thereof.

Notice of that decision will be furnished to all interested parties. If the decision rendered by GPTC is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (FTA).

FTA will only review protests regarding the alleged failure of GPTC to have a written protest procedure or the alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of appropriate State or Federal courts, or local or federal regulatory agencies. Any protest involving other matters should be filed in agreement with the directions given in particular regulations.

See, e.g., Buy American Requirements, 49 CFR Part 661 (Section 661.15); participation by Minority Business Enterprise in Department of Transportation programs, 49 CFR, Section 23.73.

FTA's remedy for GPTC's failure to have a written protest procedure or failure to follow such procedure is limited to requiring GPTC to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue, if GPTC desires FTA financial participation in the contract in question. In instances where GPTC has awarded to another vendor, or prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

Protestors are required to file a protest with FTA not more than five (5) days after the rendering of a decision on the original protest by GPTC.

In instances where the protestor alleges GPTC failed to make a final determination on the protest, protestors shall file a protest with the FTA not later than five (5) days after the protestor knew or should have known of GPTC's failure to make a final decision. GPTC shall not award a contract in the five (5) day period referenced except it be in accordance with the stipulations as detailed in paragraphs above. After five (5) days, GPTC shall verify with FTA that no protest is on file for the particular contract in question.

Protests filed with the FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to GPTC.

Protest filed with the FTA shall:

1. Include the name and address of the protestor.
2. Identify GPTC, the project number (if applicable), and the number of the contractor solicitation.
3. Contain a statement of the grounds upon which the protest is filed. This should detail the alleged violation, failure, or oversight, and contain full supporting documentation.
4. Include copies of the local protests previously filed with GPTC and the copy of the decision regarding such protest rendered by GPTC.

FTA shall notify GPTC in a timely manner of the receipt of a protest. FTA shall instruct GPTC to notify the contractor of the protest if an award has been made or, if no award has been made, to notify all interested parties. GPTC shall instruct all who receive such notice that they may communicate further with FTA directly.

GPTC shall submit the following information to FTA not later than ten (10) days after receipt of notification of FTA of the protest.

1. A copy of the GPTC Protest Procedure
2. A description of the process followed concerning the protestor's protest; and
3. Any supporting documentation.

GPTC shall then supply copies of the submissions to FTA to the protestor.

The protestor may submit to the FTA any comments on GPTC's submission not later than ten (10) days after receipt of the GPTC submission by the protestor.

When a protest has been timely filed with GPTC before the award of a contract, GPTC shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless GPTC determines that:

1. The items procured are urgently needed; or
2. Delivery or performance will be unduly delayed by failure to make an award promptly;
or
3. Failure to make an award will cause an undo hardship on GPTC, the State, or the Federal Government.

In the event GPTC determines that the award must be made in the five (5) day period, GPTC will notify FTA of that decision prior to making the award. FTA reserves the right to not participate in the funding of any contract awarded under protest pendency or during the five (5) day waiting period.

Upon receipt of the submission, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

LOW BIDDER:

Low Bidder will be based upon the response given on the total pricing and/or Sections: 2.0 Scope of Work; 3.0 Documents Required with Quote Submission; 4.0 Pricing and 5.0 References.

Attachment A
PRICE QUOTE FORM

Scope Item	PRICE
Shelter "A" 10' x 4"	_____
Shelter "B": 16' x 4'	_____
Shelter "C": 10' x 5'	_____
72" Bench	_____
Solar Lighting System	_____
Mounting Base for 10" Pylon Sign	_____
Shipping	_____

Attachment B:

SIGNATURE SHEET

Signature

Company Name

Print Name

Company Address

Title

City State Zip

Telephone #

Fax #

Email Address

Federal Tax ID #

DUNS#

The above individual is authorized to sign on behalf of company submitting quote.



Request for Proposal – Purchase of Bus Shelter -RFP #2020-05

AMENDMENT # 1

1. The language for the AWARD listed on page 12 “Award will be made to the lowest responsive and responsible respondent” is typical for an Invitation to Bid (IFB) or price based procurement, but this is presented as a Request for Proposal (RFP) with specific evaluation criteria listed on page 8. Please confirm the RFP evaluation criteria will be used for the evaluation of proposals as the basis for award.**[Procurement Agent] The RFP evaluation criteria will be used because of the uncertainty of the indefinite quantity and award will be determined according to evaluation criterias not base on most responsible and responsive.**
2. The Specifications include an item titled “Mounting Base” for 10’ Pylon Sign. Does GPTC want the entire Pylon Sign (with the mounting base included), or only the mounting base by itself? Please confirm this for the pricing page only.**[Procurement Agent] The price should include the Sign and Mounting Base.**
3. Freight costs vary greatly depending upon the amount of product shipped in any single order. Often the cost to ship one shelter is the same as the cost to ship ten shelters. For this reason our standard practice is invoice customers for the actual shipping costs as a pass through expense without mark up. Please consider revising the pricing forms and shipping requirement to allow for pass through shipping cost and remove this cost from bid unit prices. If this is not acceptable, in order to minimize cost to the agency, please specify a minimum order quantity (such as 5 units) to base freight pricing on. **The freight** The language for the AWARD listed on page 12 “Award will be made to the lowest responsive and responsible respondent” is typical for an Invitation to Bid (IFB) or price based procurement, but this is presented as a Request for Proposal (RFP) with specific evaluation criteria listed on page 8. Please confirm the RFP evaluation criteria will be used for the evaluation of proposals as the basis for award.**[Procurement Agent] The RFP evaluation criteria will be used because of the uncertainty of the indefinite quantity**
4. The Specifications include an item titled “Mounting Base” for 10’ Pylon Sign. Does GPTC want the entire Pylon Sign (with the mounting base included), or only the mounting base by itself? Please confirm this for the pricing page only.**[Procurement Agent] The price should include the Sign and Mounting Base.**
5. Freight costs vary greatly depending upon the amount of product shipped in any single order. Often the cost to ship one shelter is the same as the cost to ship ten shelters. For this reason our standard practice is invoice customers for the actual shipping costs as a pass through expense without mark up. Please consider revising the pricing forms and shipping requirement to allow for pass through shipping cost and remove this cost from bid unit prices. If this is not acceptable, in order to minimize cost to the agency, please specify a minimum order quantity (such as 5 units) to base freight pricing on. **The freight charges should be estimated because there is no quantity identified however a minimum of two (2) per order.**
6. The 10’ x 4’ bus shelter specifies center front windscreen, is this correct? **The center front windscreen is needed as specified in the Request for Quote.**
7. Do you want clear coating on all shelters not specified on one (1) size? **All shelters should have a clear coating.**

Request for Proposal

RFP # 2020-05

Purchase Bus Shelter

AMENDMENT # 2

Changes to Page 52 (REPLACE PAGE 52)

Bus shelter "B" – Correct size is 16' x 6' as stated on page 9 & 10 of the specifications instead of size 16' x 4' as listed on Attachment "A" Page 52.

Add:

Line item for sign that was omitted from the Attachment "A"

Replace page 52 in proposal with new corrected page 52 attached.

Acknowledge receipt of changes.

Attachment A
PRICE QUOTE FORM

Scope Item	PRICE
Shelter "A" 10' x 4"	_____
Shelter "B": 16' x 6'	_____
Shelter "C": 10' x 5'	_____
72" Bench	_____
Solar Lighting System	_____
Mounting Base for 10" Pylon Sign	_____
Sign	_____
Shipping	_____