

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
AND IU CAMPUS BUS
ROUTE OPTIMIZATION STUDY**

REQUEST FOR PROPOSALS (RFP)

1. GENERAL

Date of issue: May 22, 2018

Proposal due date: June 15, 2018, 4:00 P.M.

Contracting agency: Bloomington Public Transportation Corporation (BPTC)
130 W. Grimes Lane
Bloomington, Indiana 47403

Funding: This project is financed through grants from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing that grant. The successful proposer and all subcontractors shall be required to comply with all applicable federal, state, and local laws and regulations. Federally required contract clauses are included in Appendix A.

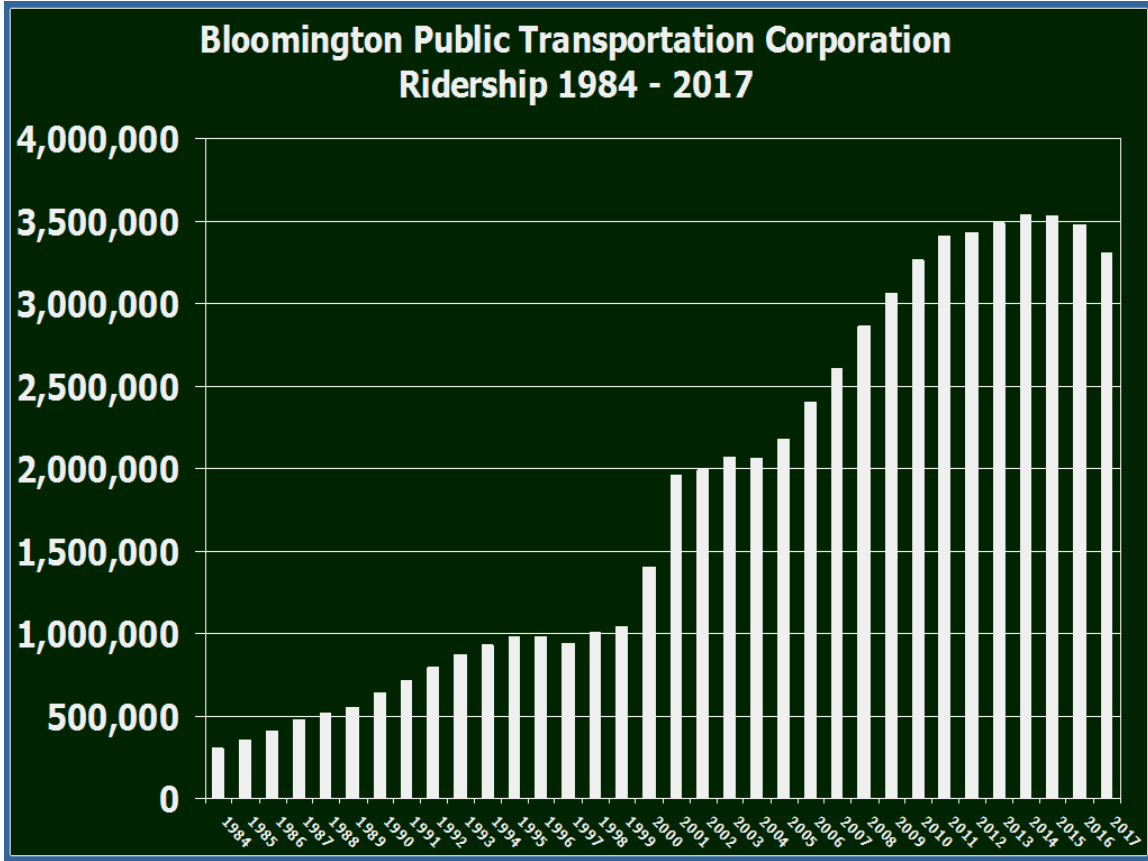
2. BACKGROUND

The purpose of this request for proposal is to select a firm to produce a Route Optimization Study for the Bloomington Public Transportation Corporation's (BPTC) and Indiana University's fixed route service, and an origin/destination analysis for BPTC's ADA paratransit service. BPTC shall be the contracting agency for this project and the BPTC General Manager shall serve as the project manager on behalf of BPTC.

The Bloomington (Indiana) Public Transportation Corporation is the entity of local government responsible for the provision of public transit services in the Bloomington Urbanized area. The BPTC operates two services, Bloomington Transit fixed route bus service and BT Access specialized van service for persons with disabilities. Bloomington is home to Indiana University a major university with enrollment of over 40,000 students. The University is the major employer and traffic generator in the community as well as the major ridership generator for Bloomington Transit.

BPTC fixed route service is currently provided using a fleet of 39 transit buses and employs approximately 110 personnel. Peak vehicle requirement is 29 vehicles for the fixed route system. The fixed route vehicle fleet consists of a mix of 30, 35 and 40-foot low floor buses ranging in age from 2002 to 2017. Larger capacity 40-foot buses are used primarily on campus-oriented routes. Smaller 30 and 35-foot buses are used on radial routes. Fixed route service carries about 3.3 million annual passenger trips while BT Access carries about 35,000 annual passenger trips. Ridership on both the fixed route

system and BT Access system has grown dramatically over the past 35 years. Fixed route ridership peaked in 2014 and has declined slightly since 2014. The graphic below illustrates BPTC fixed route ridership for the period 1984 to 2017.



The BPTC service area is limited to the Bloomington city boundaries under local ordinance and covers approximately 25 square miles. Two (2) primary types of fixed route service are provided including five (5) radial routes that extend from the BPTC Downtown Transit Center in a hub-and-spoke design that facilitates timed transfers downtown and three (3) campus-oriented routes that primarily focus service on the Indiana University campus. In addition, one (1) crosstown route operates on the east side of Bloomington without serving either the IU campus or downtown. Transfer connections from this crosstown route are possible with several other routes at locations where they intersect. Other transfers occur at key points of intersection between routes.

The BPTC fixed route vehicle fleet consists of a mix of 30, 35 and 40-foot low floor buses ranging in age from 2002 to 2017. Larger capacity 40-foot buses are used primarily on campus-oriented routes. Smaller 30 and 35-foot buses are used on radial routes. A 25-foot cutaway vehicle is used on the one crosstown route. Included in the fixed route fleet are eight (8) hybrid electric buses of the 30 and 35-foot lengths that can only be used on radial routes due to overhead clearance issues on the IU campus. The

BPTC fleet is continually being replaced gradually with replacement bus purchases happening in most years. Most recently, 40-foot buses consisting of 2002, 2003 and 2005 model year vehicles that operate on campus-oriented routes have been replaced with new 40-foot buses in 2015, 2016, 2017 and soon to arrive vehicles in 2018 and 2019. BPTC will turn its attention soon to begin replacing buses on radial routes that include 2006, 2007, 2008 and 2009 model years. BPTC may very well delve into new propulsion technology including the possibility of using battery electric buses.

BPTC implemented a universal access program for Indiana University students in 2000 and provided improved transit services to the campus. This has directly led to greatly increased fixed route ridership with about 2.2 million annual student trips made on BPTC's fixed route service. College students make up about 70 percent of BPTC's total fixed route ridership annually. Enrollment has been steadily growing at IU and there has been an influx of more out-of-state and international students.

The University continues to operate its own fixed route transit services. The Bloomington Transit facility at 130 W. Grimes Lane in Bloomington was built in 1997 and houses all administrative functions of the BPTC, and all maintenance and operations functions of Bloomington Transit, and dispatching and customer service for Bloomington Transit fixed route service and BT Access service. The BPTC operations facility is shared with the Indiana University Campus Bus system, which provides mostly intra-campus fixed route transportation carrying about 3 million annual passenger trips. In 2006 BPTC and Indiana University implemented a faculty/staff bus pass program whereby University employees can ride the BPTC at no charge upon presentation of a valid identification card. Approximately 165,000 annual passenger trips are made on the BPTC fixed route system by University employees.

In the past 10-15 years, significant change has occurred with respect to development in Bloomington. Residential development has rapidly occurred in the downtown area included many private developments that cater primarily to college students. Moreover, privately-owned apartment complexes have been developed in outlying areas of the City in and around major corridors such as W.3rd Street, E.3rd Street, College Mall Road, Clarizz Boulevard, Basswood Drive, Sare Road, Walnut Street Pike, College Avenue, E.10th Street, State Road 46 Bypass, Smith Road, East Covenanter Drive, Patterson Drive, and Henderson Street. In some cases, BPTC serves these apartment developments but in other cases, the City has required the developer to operate privately-owned shuttle services for students where such locations were not well served by BPTC.

A new regional hospital is expected to open in 2020 on the State Road 46 Bypass, just to the northeast of the Bypass and E.10th Street. The current hospital located at Rogers Street and Second Street will be closed and relocated to the new site. The old hospital site is expected to be redeveloped for other purposes. The new hospital site is close (approximately ¼ to ½ mile) to existing BPTC fixed routes, however, it is not directly located on any existing route. It will be important for BPTC to identify a way to serve this new regional hospital once it opens in 2020.

Societal changes in where people live, where people work, where/how people shop, and travel mode choices are undoubtedly affecting BPTC's fixed route transit ridership. Downtown residential development has provided shorter commutes for college students to/from campus. In many cases, these shorter commutes are easily possible by walking or biking. Outlying privately-owned apartment complexes often provide their own privately-operated shuttle bus services to campus. E-commerce is likely reducing the number of trips made by transit and by car for shopping purposes. Work-at-home arrangements may be affecting commuter patterns. The advent of Uber and Lyft in Bloomington combined with greater affluence of college students is likely having an impact on BPTC fixed route ridership. Lastly, relatively low gasoline prices since 2009 are likely encouraging greater automobile use and thus affecting transit ridership in Bloomington.

Indiana University (IU) is one of the largest universities in the nation. It was established by the Indiana General Assembly in 1820 as Indiana Seminary located in Bloomington. It was designated as Indiana College by the General Assembly in 1828 and became Indiana University in 1838. Indiana University is comprised of eight campuses, with core campuses in Bloomington and Indianapolis and regional campuses serving other areas of the state located in Gary (Northwest), Fort Wayne (Indiana University Purdue University Fort Wayne), Kokomo, New Albany (Southeast), Richmond (East), and South Bend. The Bloomington campus is the oldest and largest campus in the Indiana University system, occupying 1,934 acres, and is the primary residential campus.

Indiana University is governed by a nine-member Board of Trustees which has the decision-making and policy-making authority to carry out the programs of the university, approve the budget and establish all student fees and charges. Indiana University is a statutory body politic of the State of Indiana, and as such is considered to be a tax exempt governmental entity under Section 115 of the Internal Revenue Code. Indiana University is also a qualified tax exempt organization under Section 501(c)(3) of the Internal Revenue Code. Indiana University issues tax exempt debt as a governmental issuer. Indiana University is rated by Moody's Investor's Service as Aaa, effective May 11, 2010 and AA Positive by Standard and Poor's.

Indiana University-Bloomington has a current enrollment of approximately 42,000 full-time students. In addition there are approximately 8,000 faculty and staff who work on campus. IU Campus Bus Service buses are open to all students, faculty, staff, and visitors to the IU Bloomington campus. The bus service operates on a pre-paid basis with no fares, ID's, or passes required to ride the bus.

The Indiana University Board of Trustees acquired the assets of the Bloomington Transit Lines, Inc. and began operating public transit service for the IU Bloomington campus on October 10, 1966. Buses have always been open to all students, faculty, staff and visitors to the IU Bloomington campus. Year round public transit service has been operated continuously for over 50 years. The operating and capital costs were covered by fares and university funds until the Board of Trustees established a mandatory student transportation fee for school year 2001-2002. The fee is currently \$63.84 per semester

for each full-time student. The fee generates \$5.1 million dollars in annual revenue for public transportation services. Approximately \$1 million of the student fee revenue is shared with Bloomington Transit for public transportation services it provides to IU students who live off campus. IU Campus Bus Service has operated on a prepaid basis since Academic Year 2005-2006 no fares, ID's, or passes are required for any passengers. IU students, faculty, and staff employees have unlimited access to all Bloomington Transit fixed route bus service on a prepaid fare basis. IU students, faculty, and staff employees merely have to show their ID cards to access Bloomington Transit fixed route bus service

IU Campus Bus Service provided almost 3 million passenger trips for the fiscal year ending June 30, 2017. Approximately 38,000 service hours were operated. The bus service is highly productive with 77 passenger boardings per hour on an annual basis. IU Campus Bus Service currently operates four routes during the regular school year which is the Fall and Spring Semesters. During summer session it operates two routes. When classes are not in session it operates one route which serves campus apartments and the College Mall area.

Annual ridership is currently approximately 3 million passenger boarding which is down from a peak ridership of 3.7 million passengers in Academic Year 2010-2011. Detailed ridership is available from an automated passenger counting system installed in the summer of 2015. On time performance is date is available from a bus tracking system installed in 2011.

As part of this project, IU Campus Bus Service desires to have its current route and services evaluated for potential improvements. The mandatory student transportation fee has been frozen for a number of years, so very small or no increases are expected in the near future. Over the past several years ridership has declined. IU Campus Bus would like to know what changes to the current service may be able to win back lost ridership.

2. EXISTING CONDITIONS

Given the University environment that BPTC operates in, two (2) basic sets of schedules are operated in a typical year. Schedules are based on when the University is in session or not. The tables below summarize the schedules during spring/fall semesters versus break periods that include Christmas break, Martin Luther King Day holiday, spring break, summer break, Labor Day, and Thanksgiving break. Weekday schedules during the spring/fall semester will vary somewhat depending on the weekday.

BPTC's routes 1, 2, 3, 4, 5 and 8 operate the same schedule and route year round regardless of whether the University is in session or not. Routes 6, 7, and 9 are campus-oriented routes operated by BPTC with schedules that vary depending on whether the University is in session or not. Routes 6 and 9 have different variations of schedules and routing configurations including a 6 Limited and 9 Limited variation. Typically about 10-20 percent fewer hours are operated on Routes 6, 7, and 9 on Fridays during the fall/spring semesters given that fewer students attend classes on Fridays. The 6 Limited

operates solely on the trunk portion of Route 6 while the 6 Campus Shuttle operates the entire length of the 6 Route. The 9 Limited provides a more direct route to the southern portion (3rd Street area) of Route 9.

Weekday - Spring and Fall

Route	Peak Vehicles	Daily Revenue Hours	Daily Revenue Miles	App. Daily Ridership	Span of Hours	App. Days Per Year	Day Frequency
1	3	41.0	453	900	6:25a-11:35p	153	60 north; 30/60 south
2	2	29.4	312	900	6:19a-11:28p	153	30 north and south
3	4	62.4	713	1,600	6:02a-11:37p	153	30 east and west
4	2	34.3	432	800	6:35a-11:50p	153	60 south and west
5	1	16.0	170	400	7:13a-11:00p	153	60
6	8	92.7*	758*	7,500	6:50a-11:30p	153	6-12 trunk; 20 outer ends
7	2	26.4*	334*	750	7:00a-9:40p	153	15-20
8	1	11.5	137	100	7:25a-7:08p	153	60
9	6	75.6*	698*	5,500	7:24a-11:25p	153	10-15

Hours and miles vary somewhat by day of week, especially on Fridays.

Weekday - Break Periods

Route	Peak Vehicles	Daily Revenue Hours	Daily Revenue Miles	App. Daily Ridership	Span of Hours	App. Days Per Year	Day Frequency
1	3	41.0	453	750	6:25a-11:35p	103	60 north; 30/60 south
2	2	29.4	312	800	6:19a-11:28p	103	30 north and south
3	4	62.4	713	1,300	6:02a-11:37p	103	30 east and west
4	2	34.3	432	450	6:35a-11:50p	103	60 south and west
5	1	16.0	170	150	7:13a-11:00p	103	60
6	3	33.9	218	900	7:20a-7:25p	103	10-30 trunk; 40 outer ends
7	0	0	0	0	NA	NA	No service during breaks
8	1	11.5	137	75	7:25a-7:08p	103	60
9	3	32.0	327	900	7:10a-10:30p	103	20-45

Saturday - Spring and Fall

Route	Peak Vehicles	Daily Revenue Hours	Daily Revenue Miles	App. Daily Ridership	Span of Hours	App. Days Per Year	Saturday Frequency
1	2	22.0	249	450	7:25a-6:35p	30	60
2	1	11.0	116	350	7:51a-6:51p	30	60
3	3	33.5	368	1,100	7:31a-7:06p	30	30 east; 60 west
4	2	21.1	268	300	8:10a-6:50p	30	60
5	1	10.8	117	100	8:13a-7:00p	30	60
6	1	20.0	190	700	7:30a-3:34a	30	80
7	0	0	0	0	NA	NA	No Saturday service
8	1	10.6	132	125	8:27a-7:08a	30	60
9	2	24.7	243	2,000	8:30a-3:25a	30	20-45

Saturday - Break Periods

Route	Peak Vehicles	Daily Revenue Hours	Daily Revenue Miles	App. Daily Ridership	Span of Hours	App. Days Per Year	Saturday Frequency
1	2	22.0	249	400	7:25a-6:35p	22	60
2	1	11.0	116	300	7:51a-6:51p	22	60
3	3	33.5	368	800	7:31a-7:06p	22	30 east; 60 west
4	2	21.1	268	225	8:10a-6:50p	22	60
5	1	10.8	117	60	8:13a-7:00p	22	60
6	1	12.0	109	175	7:30a-7:20p	22	80
7	0	0	0	0	NA	NA	No Saturday service
8	1	10.6	132	100	8:27a-7:08a	22	60
9	1	8.8	105	300	8:30a-7:30p	22	20-45

Sunday - Spring and Fall

Route	Peak Vehicles	Daily Revenue Hours	Daily Revenue Miles	App. Daily Ridership	Span of Hours	App. Days Per Year	Sunday Frequency
1	0	0	0	0	NA	NA	No Sunday service
2	0	0	0	0	NA	NA	No Sunday service
3	0	0	0	0	NA	NA	No Sunday service
4	0	0	0	0	NA	NA	No Sunday service
5	0	0	0	0	NA	NA	No Sunday service
6	1	10.0	91	500	9:30a – 7:30p	30	80
7	0	0	0	0	NA	NA	No Sunday service
8	0	0	0	0	NA	NA	No Sunday service
9	1	12.0	112	1,000	10:30a-10:30p	30	45

Sunday - Break Periods

Route	Peak Vehicles	Daily Revenue Hours	Daily Revenue Miles	App. Daily Ridership	Span of Hours	App. Days Per Year	Sunday Frequency
1	0	0	0	0	NA	NA	No Sunday service
2	0	0	0	0	NA	NA	No Sunday service
3	0	0	0	0	NA	NA	No Sunday service
4	0	0	0	0	NA	NA	No Sunday service
5	0	0	0	0	NA	NA	No Sunday service
6	1	10.0	91	200	9:30a-7:20p	22	80
7	0	0	0	0	NA	NA	No Sunday service
8	0	0	0	0	NA	NA	No Sunday service
9	0	0	0	0	NA	NA	No Sunday service

Maps and schedules for routes can be found on the Bloomington Transit website at www.bloomingtontransit.com.

Indiana University's Campus Bus service operates four (4) primary routes and information on these routes can be found online at https://iubus.indiana.edu/campus_bus/. Most IU Campus Bus service operates during the spring and fall semesters with very limited service available during the summer or other break periods. Basic data on IU system will be provided upon request.

3. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

Proposals must be received at the above address by 4:00 P.M. local time, June 15, 2018 and shall be enclosed in a package or envelope with the name of the proposer and bearing the following caption:

Bloomington Public Transportation Corporation
130 W. Grimes Lane
Bloomington, IN 47403

Proposal for Route Optimization Study
Proposal Opening Date: June 15, 2018, 4:00 P.M.

4. INSTRUCTIONS TO PROPOSERS

The instructions to proposers and all that follows are, by this reference, made part of the contract documents for this project. For proposals to be accepted as responsive, the following items must be included:

- A. A description of the services proposed to be performed, including a work program explaining the firm's proposed approach to the project including various sub-elements such as public participation plan, fixed route and paratransit origin/destination analysis, data collection process, service configuration analysis, running time and schedule optimization, route interlock and transfer analysis, potential for partnerships with Uber/Lyft, potential future use of autonomous vehicles, STIC optimization, development and timing of draft reports, presentations and final report. Proposals shall discuss the products to be prepared as well as the methods and techniques to be used.
- B. A statement of corporate/individual qualifications, with an emphasis on the firm/individual's experience in similar studies or related projects and any other transit planning and/or consulting/management experience. A list of clients for whom recent studies of a similar nature have been performed shall be provided including client name, contact person, mailing address, email address, phone number and dates of work undertaken for each client.
- C. Identification of the project manager and key personnel who shall be assigned to the project shall be provided within the proposal. Resumes of those individuals or an equivalent statement of their credentials shall be included in the proposal. If any work is to be subcontracted, please list subcontractor name, qualifications, key subcontractor personnel assigned to the project along with their resumes, and the services to be performed by the subcontractor.
- D. A project cost proposal shall be submitted as part of your proposal, including the total project cost with an itemized summary of principal and staff hours for each major project task, hourly fees by person, administrative overhead, travel expenses, printing

costs, profit or fee, and any other expenses. Total budget for the project is \$300,000 and project cost proposals shall not exceed this amount.

- E. A detailed project schedule shall be submitted as part of your proposal. The project schedule shall include proposed dates for start and completion of major tasks, various sub-elements, draft reports, presentations, and final report.
- F. A detailed description shall be submitted as part of your proposal describing the level and type of assistance which will be required from BPTC and/or IU staff in order to complete the study within the schedule and budget constraints. Approximate dates shall be included when such assistance is needed.
- G. Any Disadvantaged Business Enterprise (DBE) qualifications shall be submitted including any use of DBE subcontractors. To be considered as a qualified DBE firm, firms or individuals must have been certified as such by the Indiana Department of Transportation (INDOT).
- H. Proposers shall include as a part of their proposals properly executed certifications and affidavits as contained in this RFP including an E-Verify Affidavit, Iranian Affidavit, Debarment and Suspension Certification and a Lobbying Certification.

5. ADDENDUM

Any change in the conditions or terms of this RFP will be accomplished by an addendum in writing sent to all prospective proposers. All such addenda shall become a part of the contract.

6. RIGHTS OF REJECTION

The BPTC reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason.

7. RESPONSIVE PROPOSERS

The BPTC shall determine if each proposer is responsive. The responsiveness of each proposal shall be determined by its conformance to the technical scope of work and legal requirements of the RFP. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed non-responsive, and accordingly rejected.

8. RESPONSIBLE PROPOSERS

The BPTC shall determine if each proposer is responsible. BPTC shall award contracts only to responsible proposers who possess the potential to perform successfully under the terms and conditions of the Request for Proposals. Consideration shall be given to such matters as proposer integrity, record of past performance, and accessibility to financial and technical resources. The proposer shall affirmatively demonstrate its responsibility

and, when necessary, the responsibility of any proposed subcontractors. If information obtained by BPTC clearly indicates that the proposer is not responsible and BPTC has doubts about the productive capacity or financial strength of a proposer which cannot be resolved affirmatively, a determination that the proposer is non-responsible shall be rendered.

9. BASIS OF EVALUATION AND CONTRACT AWARD

A contract shall be awarded to the responsible proposer whose proposal is most advantageous to the BPTC, with price and other factors considered.

Proposals shall be scored by an evaluation committee based on the following criteria and point values:

<u>Evaluation Criteria</u>	<u>Point value</u>
Proposed study approach and methodology	100
Qualifications and previous experience of firm	50
Key personnel and subcontractor credentials	50
Proposed consultant costs	50
Project schedule	50
Level & type of assistance required of BPTC/IU staff	25

The BPTC reserves the right to preliminarily score proposals and interview finalists prior to final scoring of proposals. Any interviews may be conducted in person or via virtual means such as Go To Meeting, WebEx, or similar on dates/times that work for BPTC following proposal submission and contract award. The BPTC assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. The consultant firm with the highest combined final score from the evaluation committee shall be selected.

10. INDEMNIFICATION

The selected consultant shall indemnify and hold harmless the Bloomington Public Transportation Corporation, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the consultant's acts or omissions, including acts or omissions of its employees, servants, and agents. The BPTC will give prompt notice of any suits or claims instituted and will give all needed information to the consultant for defending itself through counsel.

11. WITHDRAWING PROPOSALS

After proposals are opened by BPTC, the proposer may not withdraw proposals for sixty (60) calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt

acknowledging withdrawal of the proposal. Written notices shall be received in the BPTC's General Manager's office no later than the exact date/time for proposal opening.

12. COMMUNICATIONS WITH PROPOSERS

Communications with proposers and potential proposers after the RFP is issued will only be done in writing via email to the BPTC General Manager at mayl@bloomingtontransit.com. Proposers who transmit emails to the BPTC General Manager are responsible for ensuring the BPTC General Manager received any emails sent by prospective proposers. The General Manager's written response will be sent to all proposers and prospective proposers via an addendum.

13. ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the proposer's own risk and he/she cannot secure relief on the plea of errors. In case of error in the extension of price in the proposal, the unit price shall govern.

14. FINANCIAL STATEMENTS

Proposers may be requested to submit financial statements to demonstrate that the proposer is financially responsible to receive the award.

15. TAXES

BPTC is exempt from payment of federal, state, and local taxes. As such, taxes shall not be included in proposal prices. BPTC shall furnish the necessary tax exemption certificates.

16. TIMELY COMPLETION

The schedule for completion of this project is accelerated given funding requirements. As such, this project must be completed in its entirety no later than June 1, 2019. No exceptions shall be granted except by advance written approval of the BPTC General Manager. All proposers by virtue of submitting a proposal agree to meet the project schedule.

17. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of BPTC.

18. APPLICABLE LAW AND VENUE

The work performed by the successful proposer in response to this RFP shall be in compliance with all applicable Federal, state and local laws and their respective rules and regulations. This compliance shall be at the successful proposer's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Monroe County, Indiana.

19. PROTEST PROCEDURES

Protests may be made in several forms including prior to the opening of proposals, prior to the award of contract, and post award of contract.

General. Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. BPTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to The Bloomington Public Transportation Corporation, 130 West Grimes Lane, Bloomington, IN 47403. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information.

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

Protests must be submitted to BPTC in accordance with these procedures and time requirements.

Protests must be complete and contain all issues that the protester believes relevant. For the purpose of this Section, the following definitions shall apply:

DAYS: Refers to calendar days

FILE OR SUBMIT: Refers to the date of receipt by BPTC

INTERESTED PARTY BY BPTC: Refers to an actual or prospective bidder, or offeror, whose direct economic interest would be affected by the award of the contract, or by failure to award the contract. A subcontractor or supplier may also be included, provided they have a substantial economic interest in a portion of the IFB or RFP.

FEDERAL LAW OR REGULATION: The violation of any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement. This includes the requirements as stated in FTA C4220.1F.

Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or a response from other bidders, which shall likewise be submitted in writing to the Contracting Officer not later than five (5) days from the date of BPTC' request. So far as practicable, appeals will be decided upon the basis of the written appeal, information, and written response submitted by the appealing party and other bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information will be deemed by BPTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by BPTC, the Contracting Officer shall either (a) render a decision on all substantive issues, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Following the informal hearing, the Contracting Officer shall render a decision on all substantive issues, which shall be final and advise all interested parties thereof in writing, but no later than ten (10) days from the date of the informal hearing.

The decision to open a bid or award a contract prior to the resolution of a protest rests with BPTC. However, on any protest that is accepted by FTA, an adverse decision on the protest by FTA could jeopardize funding for that procurement action.

To ensure that all potential bidders/offerors are aware of BPTC's protest procedures, BPTC's procedures shall be included or referenced in the solicitation document. (See Appendix A.1) If the procedures are referenced, BPTC shall include information on how the procedures may be acquired by any interested party. When the procedures are requested, they shall be provided immediately.

Pre-Bid Opening. Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer and must be received seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award may be made in the normal manner, unless the Contracting Officer determines that remedial action is required. Where a written protest against the opening of a bid is received in the time specified, that opening will not occur prior to seven (7) days after resolution of the protest unless BPTC determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- or
- Failure to make award will otherwise cause undue harm to BPTC or the Federal Government; and

- If FTA funds are involved, BPTC is willing to pay all the cost of the project if FTA decides not to participate in funding the project.

Pre-Award. Bid protests against the making of an award must be submitted in writing to the Contracting Officer and received by the Contracting Officer within seven (7) days of the bid opening by the BPTC Board.

Notice of the protest and the basis therefore, will be given to all prospective bidders or proposers. In addition, when a protest against the making of an award is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or withdraw their bid.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to seven (7) days after resolution of the protest unless BPTC determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
or
- Failure to make award will otherwise cause undue harm to BPTC or the Federal Government; and
- If FTA funds are involved, BPTC is willing to pay all the cost of the project if FTA decides not to participate in funding the project.

Post-Award. In instances where the award has been made, the contractor shall be furnished with the notice of the protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by BPTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest, unless BPTC determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
or
- Failure to make award will otherwise cause undue harm to BPTC or the Federal Government; and
- If FTA funds are involved, BPTC is willing to pay all the cost of the project if FTA decides not to participate in funding the project.

Appeals. Appeals and requests for reconsideration of the determination of the Contracting Officer of protests must be submitted to the Appeals Committee and received within seven (7) days after the date of the written determination by the Contracting Officer. The Appeals Committee shall be the General Manager unless the Contracting Officer is the General Manager. If the Contracting Officer and the General Manager for this procurement are one and the same then the Appeals Committee shall be a committee

of the Board of Directors with members appointed by the Chairman of the Board of Directors. The Appeals Committee may request additional information from the appealing party and information or a response from other bidders, which shall likewise be submitted in writing to the Appeals Committee. The Appeals Committee may request additional information from the appealing party and information or a response from other bidders, which shall likewise be submitted in writing to the Appeals Committee not later than ten (10) days from the date of BPTC's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information, and written response submitted by the appealing party and other bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information will be deemed by BPTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by BPTC, the Appeals Committee shall either (a) render a decision, or (b) at the sole election of the Appeals Committee, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, the Appeals Committee shall render a decision, which shall be final and advise all interested parties thereof in writing, but no later than ten (10) days from the date of the informal hearing.

20. SCOPE OF WORK

Prospective consultants are encouraged to establish their own methodologies for achieving study objectives. Proposals may be generalized but should address the following objectives and issues as part of their final work product.

Consultant Oversight. The consultant shall meet with periodically with the study steering committee during the study process to seek guidance, direction and general study parameters. Some such meetings may be in person and other meetings can be done via conference call.

Stakeholder Interviews. The consultant should meet with area stakeholders in an effort to identify stakeholder issues and priorities with regard to how to best optimize the existing fixed route system within the available current fiscal resources. A Bloomington Transit staff person would be available to participate with the consultant in face-to-face interviews of key stakeholders where necessary to determine issues and priorities. Potential stakeholders shall include but not be limited to Transit Corporation Board of Directors, Mayor, City Council members, Indiana University officials and student government leaders, MPO policy committee members, MPO technical advisory committee members, MPO citizens advisory committee members, Monroe County Coalition for Access and Mobility (McCAM) members, representatives from advocate organizations for persons with disabilities, and any other persons or organizations with an

interest in public transportation in the local area. Consultant shall compile and summarize the findings from these stakeholder interviews and include the findings in the report.

Public Participation. Public participation is a highly valued and critical component of this study for the Bloomington community. The consultant shall design and include as part of their proposal a community-input process that maximizes the opportunity for ample public participation at key stages during the study process. The consultant staff will lead and conduct the public participation process on-site in Bloomington and summarize the comments and input received as part of the final report. Proposers shall identify in detail what levels of support will be needed from BPTC staff. Adequate advertising and communication of any meetings shall be included as part of this project and the proposer shall include a description in their proposal of how advance notice will be provided to the community for public participation. The consultant shall compile and summarize public comments and issues raised during the public participation process as part of the final report. BPTC staff will participate in the public input process and can assist with elements such as securing meeting rooms, providing notices on BPTC website and social media, and helping with any surveys.

Existing Transit and Community Conditions. The consultant shall within the final report describe and summarize the existing transit system conditions with respect to service hours, miles, frequency, routing configurations, ridership by route, and community profile so as to provide the reader with an understanding of the transportation setting and a profile of the community.

Fixed Route Origin/Destination Analysis. The consultant shall design and include as part of this project an origin/destination analysis that identifies the origins and destinations of trips within the City of Bloomington and how this would be used in the configuration of transit routes and schedules.

BT Access Origin/Destination Analysis. The consultant shall design and include as part of this project an origin/destination analysis that identifies the origins and destinations of trips made by passengers on the BT Access paratransit system. Typical weekday ridership on BT Access service ranges from about 100-150 passenger trips.

Data Collection. An extensive collection of 100% on/off data by route and stop will be an important element for this study. On/off data shall be collected for all routes (BPTC and IU Campus Bus), all trips, all stops for weekdays (spring/fall semester and summer break), Saturday (spring/fall semester and summer break), and Sundays (spring/fall semester and summer break). For IU Campus Bus routes and BPTC routes 6, 7 and 9, such data shall be further segmented to include 100% on/off data for spring/fall semester for the Monday/Wednesday group, the Tuesday/Thursday group, and the Friday group. Detailed spreadsheets for all on/off data collected for each route will be provided to BPTC and IU Campus Bus in Excel format for use in its planning process.

On-time performance data is available from the DoubleMap bus tracker app which is used both by IU Campus Bus and BPTC. The selected consultant shall work with BPTC, IU Campus Bus and DoubleMap to compile such data from the history function of the software.

The consultant shall design and include as part of their proposal a detailed summary of how on/off data will be collected on a route by route, trip by trip, and day by day basis. The consultant shall design and include as part of their proposal a detailed summary of how on-time performance data will be collected and analyzed.

Fiscal Constraints. BPTC is funded by a variety of Federal, State and local funding sources. IU Campus Bus is funded primarily by a mandatory student transportation fee. At the present time, these funding sources are either growing at only the rate of inflation at best, or in some cases are flat or declining. As such, no significant new funding is expected that will allow BPTC or IU Campus Bus to grow or expand the system in any significant way over the short term (1-5 year) horizon. As such, the service configurations, frequencies, service hours/miles, number of vehicles operated in service, and schedules developed and recommended by the consultant must fit within the existing funding framework and cannot anticipate any infusion of new or expanded funding.

Service Configuration Analysis. The consultant shall conduct an overall review of the existing service configuration to determine if there are significant ways to change the overall configuration of routes to improve service delivery. The consultant shall work closely with BPTC staff in the analysis of service configurations. BPTC has identified some specific service configuration issues that should be reviewed and considered as part of this analysis as summarized for each route:

Route 1 S. Walnut/Clear Creek Shopping Center (South). Route 1 South provides 30 minute peak service and 60 minute off-peak service. Given the ridership and performance, the analysis should determine if such peak and off-peak schedules are warranted. Route 1 South serves the Sample Gates area of the IU Campus before it terminates at the Downtown Transit Center. A key issue is determining whether this service is necessary. Another key issue for Route 1 South is the configuration of the southern end of the route and how it serves the Walnut Grove apartment complex as well as the Clear Creek Shopping Center. Currently the route operates in a counterclockwise direction in the southern loop with a difficult turnaround within the Walnut Grove Apartment complex. Pedestrian access needs to be considered as an important issue for transit riders accessing the Clear Creek Shopping Center. Route 7 Henderson/Walnut Express operates only during the spring/fall semesters and duplicates portions of Route 1 South. Consideration shall be given to the possibility of a year-round consolidation of these 2 routes.

Route 1 Fee Lane BHS North (North). Route 1 North has an unusual circuitous routing that takes it from the northern Kinser Pike/N.Walnut Street areas to the IU Business School section of 10th Street. A key issue is determining if this circuitous routing for Route 1 North is necessary given ridership and productivity.

Route 2 W.11th Street via Showers Complex (North) and S. Rogers (South). The current northern configuration of this route is circuitous as it serves many different needs in an area that is lower income with transit dependent populations. The redesign of W.17th Street has made for some challenging pedestrian/transit rider access issues near the Reserve at Chandler Glen Apartments. The Maple Street/17th Street/College Street deviation should be examined for productivity and need.

Route 2 South Rogers (South). The current configuration to serve the Seminary Square Shopping Center is challenging due to one-way streets (College Street) and the B-Line Trail as well as the street configuration on 2nd Street. The current service configuration for Seminary Square Shopping Center shall be examined for the possibility of better service configurations.

Route 3 College Mall/E.3rd Street (East). The route features a peak hour change in service configuration that takes the route along E.10th Street in the morning peak and then again in the evening. A key question is whether this deviation should remain in place given productivity of the deviation. In addition, Route 3 East dives to the south to serve major student apartment complexes along College Mall Road and E.Covenanter. Key issues would be identifying whether this routing to serve these areas is the best way to accomplish service delivery to these areas.

Route 3 Highland Village/Curry Pike (West). This is the longest route in terms of mileage in the system and this route greatly struggles with on-time performance. Challenges include how to provide more running time on the route to include the possibility of a 90 minute round trip. Another possibility would be to extend Route 3 West south on Leonard Springs Road to Heatherwood Mobile Home Park and thus eliminate the need for Route 4 West to service this location. Another challenge to look at would be the need to service the Highland Village area in both inbound and outbound directions; the need to service Whitehall Crossing Shopping Center in both the inbound and outbound directions; and the need to service the Whitehall Plaza Shopping Center in both the inbound and outbound directions.

Route 4 High Street/Sherwood Oaks (South). A difficult right turn at Walnut Street Pike and Winslow raises the question of whether the direction of the southern loop should be reversed to improve ease of turning. Issues to be considered are the boarding locations along Winslow and how they would be affected. Service to the YMCA should be examined to determine if routing through the parking lot should continue based on ridership.

Route 4 Bloomfield Road (West). This route has several apartment complex deviations that need to be examined including Oakdale Square Apartments, Basswood Drive and many apartment complexes located in this corridor, and the deviation along Adams/W.Allen Street/Patterson that primarily serves other apartment developments. This route struggles with on-time performance as well.

Route 5 Sare Road. Review and examine ways to gain performance improvement. Saturday service and summer break service are areas where performance especially struggles.

Route 6 Campus Shuttle/Route 6 Limited. The 6 Limited serves the trunk portion of the 6 route and a more extended version of the route is known as the 6 Campus Shuttle. This route is highly productive often averaging over 70 passengers per revenue hour. Analysis shall be done on service reliability of both elements of this route and identify ways to improve the service configuration and/or schedule for both including all periods of weekdays and weekends.

Route 7 Henderson/Walnut Express. Potential consolidation with Route 1 South shall be examined. Friday schedules should be reviewed compared to ridership to determine if any changes are warranted to service levels.

Route 8 Eastside Local. This is the poorest performing route in the system usually averaging fewer than 10 passengers per revenue hour. A primary generator on this route is the Cambridge Square Apartments with senior citizens making trips to shopping destinations along the route. Analysis should be done to determine if there are ways to improve ridership and productivity on the route. Consideration shall be given to the question of are there better uses for these resources elsewhere in the system. If better uses of Route 8 resources are recommended, how can the Route 8 area be served in some other way? What cost implications will it have for BT Access if Route 8 is replaced or eliminated.

Route 9 IU Campus/College Mall/Campus Corner and Route 9 Limited. This is a campus-oriented route that is highly productive averaging over 60 passengers per revenue hour. The 9 Limited provides a more direct connection to the 3rd Street area of the IU Campus. The regular Route 9 service configuration shall be examined and schedule optimization by time of day and day of week shall be completed. A tripper service as it currently exists shall be reviewed for ways to integrate it into the regular schedule.

Running Time Analysis and Schedule Optimization. Based on recommended configuration of service, optimized schedules shall be developed for all BPTC and IU Campus Bus routes as part of this project. On-time performance and running time data from the DoubleMap bus tracker app shall be used by the selected proposer to optimize schedules for both systems by day of the week, Saturdays and Sundays included. Special consideration shall be given to Route 3 Highland Village/Curry Pike, Routes 6 Campus Shuttle, 6 Limited, 9 IU Campus, 9 Limited and 7 Henderson/Walnut Express to optimize their schedules based on day of the week and time of day.

Route Interlock and Transfer Analysis. A transfer and route interlock analysis will be conducted to determine if the current route interlocks are the best. Data will be collected and analyzed on transfers between routes including ride-through connections between routes at the Downtown Transit Center. Recommendations for any changes in interlocks are appropriate if determined as necessary from the analysis. Current BPTC route

interlocks are numerically based, i.e. Route 1 Fee Lane/BHS North is interlocked with Route 1 S.Walnut/Clear Creek Shopping Center. A total of four (4) route interlocks exist including on Routes 1, 2, 3 and 4.

New Hospital. A new regional hospital is expected to open in 2020 on the State Road 46 Bypass, just to the northeast of the Bypass and E.10th Street. The current hospital located at Rogers Street and Second Street will be closed and relocated to the new site. The old hospital site is expected to be redeveloped for other purposes. The new hospital site is close (approximately ¼ to ½ mile) to existing BPTC fixed routes, however, it is not directly located on any existing route. It will be important for BPTC to identify a way to serve this new regional hospital once it opens in 2020. As part of this project, the consultant shall identify ways to serve the new hospital location through either redesign of current BPTC and/or IU Campus Bus routes or repurposing of existing resources in order to develop a new route. Key factors which must be considered are the need to provide a timed connection at the BPTC Downtown Transit Center to facilitate transfers to/from other BPTC downtown oriented routes, preferably the provision of service at least every 30 minutes to the new hospital location on weekdays, and the provision of service on Saturdays.

Route Numbering/Naming. Current interlocked BPTC routes 1, 2, 3 and 4 are numbered the same (i.e. Route 1 North and Route 1 South). Other BPTC routes that aren't interlocked are numbered 5, 6, 7, 8 and 9. Each BPTC route has a distinctive name that indicates major destinations along the route or ending destinations. IU Campus Bus routes are lettered A, B, E and X. The selected proposer shall evaluate whether the current numbering/naming system for both BPTC and IU Campus Bus is practical and whether a new way of numbering or naming routes would potentially work better from a public information perspective as well as any internal advantages it may provide.

Customer Amenities Peer System Analysis. There are approximately 70 passenger shelters along various BPTC routes. The University also provides several shelters on campus for BPTC and IU Campus Bus routes. The selected proposer shall conduct a peer system analysis of customer amenities provided by BPTC and IU Campus Bus to determine how the two Bloomington transit providers compare. Peer systems included in the analysis should be Midwestern college-based communities of similar size in population, student enrollment, and service area. Amenities included in the analysis shall be passenger shelters, benches, bike racks on buses and at other locations, bus stop signage, passenger information at stops, real-time bus location and arrival information, and any other customer amenities the selected proposer deems appropriate given the nature of service provided by BPTC and IU Campus Bus. A summary of the peer system analysis shall be provided as part of the draft and final reports.

Uber/Lyft Partnership Potential. In recent years, Uber and Lyft have begun robust services that especially focus on the IU Campus and other areas. These new services have likely affected transit ridership at some level. The consultant shall identify specific strategies and ways in which BPTC and/or IU Campus Bus could partner with Uber and

Lyft to improve coordination and realize greater improvement in mobility to the community.

Future Autonomous Vehicle Use Strategies. In September 2017, BPTC demonstrated the use of an autonomous bus. The consultant shall identify specific and detailed ways in which autonomous buses could be used to streamline transit services and realize cost efficiencies. Such strategies shall consider first mile/last mile opportunities and identify specific locations in Bloomington where this could be potentially utilized. Another such strategy shall consider existing route deviations where current transit routing deviates from the main corridor and where such deviations could be potentially replaced by autonomous vehicle service. Such deviations shall be identified in map illustrations and provide a description of how they can optimize schedule and service configurations.

STIC Funding Optimization. Currently BPTC qualifies on an annual basis for 2-4 Small Transit Intensive City funding factors. The consultant shall identify for BPTC any potential in which more funding factors could be secured as a result of relatively low cost service changes.

Recommendations. The consultant shall prepare detailed and specific recommendations on how BPTC and IU Campus Bus could optimize service configuration, schedules, and route interlocks. Such recommendations shall fit within the current fiscal framework and not anticipate any new infusion of new or expanded fiscal resources.

Route configuration recommendations shall be illustrated in individual map formats. Schedule optimizations shall be presented in detailed timetable formats by day of week. Chapters shall be devoted to topics such as recommended ways to service the new regional hospital, any recommended changes to route numbering/naming system, customer amenities peer system analysis, Uber/Lyft potential and how this realistically can be implemented in Bloomington with BPTC and/or IU Campus Bus, future use of autonomous vehicles and how they can play an important role in service delivery in Bloomington, and STIC funding optimization analysis and any strategies in which BPTC could easily take better advantage of the Federal STIC funding formula to realize new STIC revenues.

Draft Report and Presentations. The consultant shall prepare and submit to BPTC and IU Campus Bus a draft final report in PDF electronic format for review and comment by BPTC and the MPO approximately 60 days prior to completion of the final report. Twenty (20) color copies of the draft final report shall be submitted by the consultant to BPTC. The consultant shall formally present the draft final report in-person to the BPTC Steering Committee, the BPTC Board of Directors and the MPO Technical Advisory Committee, and MPO Citizens Advisory Committee. Following these meetings, the consultant shall incorporate any changes into the final report document. The final report will be presented in-person to the BPTC Board of Directors and the MPO Policy Committee. Fifty (50) printed color copies of the final report shall be supplied to the BPTC along with an electronic version of the document in PDF format. All expenses

associated with the presentations including presentation materials, personnel, travel, per diem, etc. are the responsibility of the consultant.

21. PROJECT SCHEDULE

The schedule for completion of this project is accelerated given the absolute requirement that the project be completed in total no later than June 1, 2019 including all presentations and delivery of final reports to BPTC. All proposers by virtue of submitting a proposal agree to meet the project schedule. Extensions of time are not allowed except with the advance written consent of the BPTC General Manager.

Issue Requests for Proposals	May 22, 2018
Proposals due	June 15, 2018, 4:00 p.m., local time
Review proposals	June 15, 2018 to June 26, 2018
Award of contract	June 28, 2018
Project startup	July, 2018
Draft final report due	April 1, 2019
Consultant presentations	April 1 – May 20, 2019
Final report due	June 1, 2018

The following is a summary of the BPTC-recommended schedule for various tasks and key elements of the project:

Initial Site Visit & Kickoff Meeting	July, 2018
Summer On/Off Data Collection	July 15 – August 15, 2018
Fall On/Off Data Collection	Sept. 15 – Oct. 15, 2018

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Business Entity entering into a contract with the Bloomington Public Transportation Corporation (BPTC) is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Business Entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Business Entity, being first duly sworn, deposes and states that the Business Entity does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Agency, the undersigned Business Entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. Business Entity shall submit documentation to BPTC which evidences that the business entity has enrolled in and is participating in the E-Verify program.

Business Entity: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2018.

My commission expires: _____

Signed: _____

Residing in _____ County,

State of _____

Debarment and Suspension Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$25,000).

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the BPTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the BPTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the BPTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the BPTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the BPTC may pursue available remedies including suspension and/or debarment.

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

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

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

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

Lobbying Certification

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[
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 Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure,

if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Subrecipient's Authorized
Official

_____ Name and Title of Subrecipient's Authorized
Official

_____ Date

Appendix A: Required Clauses

With submission of a proposal, bidders agree to all of the requirements summarized in the following required clauses:

Access to Records and Reports - (1) The Contractor agrees to permit any of the following parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed: BPTC, FTA, the Comptroller General of the United States or any of their authorized representatives, the Secretary of Transportation of the United States or any of their authorized representatives, and the Indiana State Board of Accounts.

(2) - The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, 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).

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 between Purchaser 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.

No Obligation by the Federal Government. - (1) The Purchaser 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.

(2) 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.

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) 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.

(3) 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.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
No obligation

Termination for Convenience -The BPTC 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 close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BPTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the BPTC, the Contractor will account for the same, and dispose of it in the manner the BPTC directs.

Termination for Default - 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, the BPTC may terminate this contract for default. Termination shall be effected by 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 the BPTC 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, the BPTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BPTC may terminate this contract for default. The BPTC 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, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that 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 BPTC.

Opportunity to Cure - The BPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the BPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the

BPTC setting forth the nature of said breach or default, the BPTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the BPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

Civil Rights - The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, cdiscrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

Fly America Requirements – The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects

or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Bloomington Public Transportation Corporation requests which would cause Bloomington Public Transportation Corporation to be in violation of the FTA terms and conditions.

Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If

the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

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

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The BPTC's overall goal for DBE participation is 0.48%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 BPTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BPTC. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The contractor must promptly notify BPTC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BPTC.

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

Unless otherwise directed by the BPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BPTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BPTC is located.

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

Prompt Payment

The prime bidder or firm agrees to pay each subcontractor or firm under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime bidder or firm receives from BPTC. The prime bidder or firm agrees further to return retainage payments to each subcontractor or firm within thirty (30) days after the subcontractor or firm's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of BPTC. This clause applies to both DBE and non-DBE subcontractor or firms.

- A. If the prime bidder or firm fails to pay the subcontractor or firm within thirty (30) days, the prime bidder or firm must notify BPTC and the subcontractor or firm, in writing, of its intention to withhold all or a part of the subcontractor or firm's payment with the reason for nonpayment.
- B. The bidder or firm is obligated to pay interest to the subcontractor or firm on all amounts owed by the bidder or firm that remain unpaid after thirty (30) days following receipt by the bidder or firm of payment from BPTC for work performed by the subcontractor or firm under that contract, except for amounts withheld as allowed in subdivision (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by the bidder or firm to make prompt payment to the subcontractor or firm hereinbefore provided will result in notification to the bidder or firm's bonding company by BPTC.

- C. Should either the prime bidder or firm or subcontractor or firm advise BPTC of a payment issue involving a DBE bidder or firm, the DBE officer shall be notified so as to investigate, as appropriate.
- D. BPTC may conduct prompt payment audits that require prime bidder or firm to submit appropriate documentation to verify compliance with this provision.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Americans with Disabilities Act and ADA Access - The contractor agrees to comply with the requirements of 49 U.S.C. 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 1201 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;

(3) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodation and in Commercial Facilities", 41 C.F.R. Subpart 101-19.

Bloomington Public Transportation Corporation

*Request for Proposals
Route Optimization Study*



Bloomington Transit

May, 2018

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