

# **Bloomington Public Transportation Corporation**

*Request for Proposals*

*Alternative Fuels and Infrastructure Assessment*



**Bloomington Transit**

June 2021

Bloomington Public Transportation Corporation  
130 W. Grimes Lane  
Bloomington, IN 47403  
(812) 332-5688  
(812) 332-3660 fax

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION  
ALTERNATIVE FUELS AND INFRASTRUCTURE ASSESSMENT  
REQUEST FOR PROPOSALS (RFP)**

**1. GENERAL**

Date of issue: June 29, 2021

Proposal due date: July 30, 2021, 4:00 P.M.

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

Funding: This project is financed in part through grants from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing such grants. 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 AND EXISTING CONDITIONS**

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 40 transit buses and employs approximately 100 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 2003 to 2021. Larger capacity 40-foot diesel buses are used primarily on campus-oriented routes. Smaller 30 and 35-foot diesel, diesel electric hybrid, and battery electric buses are used on radial routes. Fixed route service carries about 3 million annual passenger trips during a normal non-pandemic year while BT Access carries about 36,000 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, from 2014 to 2020, and declined dramatically in 2020-2021 due to the pandemic.

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.

The BPTC fixed route vehicle fleet consists of a mix of 30, 35 and 40-foot low floor buses ranging in age from 2003 to 2021. Larger capacity 40-foot buses are used primarily on campus-oriented routes. Smaller 30 and 35-foot buses are used on radial routes. 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 on E.10<sup>th</sup> Street. Two (2) battery electric 35-foot buses have recently been acquired along with overnight charging stations located at the Grimes Lane administrative and maintenance facility as shown in the photos below. These two (2) new battery electric buses should enter revenue service during the summer of 2021 for the first time. In addition, BPTC has approved 5339 apportionments for eight (8) more electric buses and charging stations including a recent FY 2021 Low-No apportionment.



*2021 Battery Electric Gillig 35-Foot Bus*



*Chargepoint Charging Station*

The Grimes Lane administrative and maintenance facility opened in 1997 and is a shared facility with the Indiana University Campus Bus service which operates approximately 25 diesel transit buses of 35 and 40-foot sizes. The two (2) systems share the use of diesel fueling infrastructure including fuel pumps and underground diesel storage tanks. The University owns the lands upon which the facility is sited and BPTC owns the facilities and structures. The existing admin/maintenance facility site is at or near capacity in terms of bus storage and operations. The facility features outdoor bus parking under a large canopy structure that includes diesel plug in connections for diesel engine heaters.

The existing electrical capacity of the Grimes Lane facility as well as the electrical capacity feeding the facility as provided by Duke Energy is not known. BPTC staff estimates there is physical space for up to four (4) additional charging stations and possibly a few more. There may be potential for installing overhead charging stations in the bus parking canopy structure or a new structure may be required for such adaptations.

There is likely not sufficient physical space for adding a CNG or hydrogen fueling station on the existing site. The availability of surrounding land to the north, south or east of the facility is unknown as this time. The facility is bordered on the east by a small creek. As such, much of the bus parking area is included in flood plain. The facility is bordered on the north by an automobile salvage yard and business which has an access easement on BPTC's site. On the west the facility is bordered by the B-Line bike and pedestrian trail including a large overpass structure that grade separates the B-Line Trail from Grimes Lane. Just to the west of the B-Line Trail is S. Morton Street along with a social service agency that is constructing a new facility on S. Morton Street. On the south the facility is bordered by Grimes Lane and a new park known as Switchyard Park as well as commercial office/warehouse type buildings. The aerial photo below illustrates the overhead view of the facility.



## **1. SCOPE OF WORK**

The transit bus market is rapidly changing with battery electric buses emerging as the dominant new technology. The use of compressed natural gas (CNG) is a proven, mature technology which offers many benefits. Hydrogen fuel cell technology is being explored by a few transit systems and appears to hold some future potential and advantages. Climate change threatens to dramatically change the vehicle propulsion landscape in the next few decades with the need to greatly reduce vehicle emissions locally, nationally and globally.

BPTC is at a crossroads in its decision-making in terms of where to go next with alternative fuels and its future fleet and facilities. As a part of this study, many questions need to be answered to help inform BPTC policymakers as to prudent next steps. The purpose of this project is to examine the existing infrastructure at the Grimes Lane site and facility and determine what can reasonably be accommodated within the site and facility limitations including the possible acquisition of adjacent properties. This would include the current infrastructure needed to support an entire fleet of battery electric buses, CNG buses or hydrogen fuel cell buses. Further, the project will provide BPTC with an overview of the different alternative fuel technologies including battery electric, CNG, and hydrogen fuel cell including benefits and liabilities of each.

Deliverables as part of the Scope of Work for this project include the following:

- Prepare a summary-level cost comparison for battery electric, CNG and hydrogen fuel cell technologies including life cycle operating and capital costs for a 40 bus fleet for each of the three (3) technologies.
- Creation of a bus performance model for CNG, battery electric and fuel cell buses and provide recommendations by route where different types of alternative fuel technologies would be best suited accounting for vehicle range, effects of weather, passenger loading, terrain, battery degradation, or other effects.
- Prepare a charge model to determine a charging strategy over time. This model would determine the number of chargers needed and how much electricity is needed and at what time.
- Prepare a fueling model for to determine the required scale and method of fuel delivery and/or generation over time.
- Inventory of existing electrical and natural gas supply to the Grimes Lane site or nearby which would support an all-electric or all-CNG fleet. Identify any deficiencies to support such fleets. Hold discussions with local utility providers to determine what measures local utility providers would be willing to undertake to add the necessary supply to the site for transition to all-electric or all-CNG fleet.

- Determination of how solar panel installations on the BPTC roof structures could help support transition to an all-electric fleet along with projected costs and return on investment including possible savings from net-metering, if available locally.
- Assessment as to what changes to existing on-site infrastructure would be needed in terms of a transition to an all-electric, CNG or hydrogen fuel cell fleet. At a minimum this would include the existing electrical infrastructure compared to what would be needed to support charging stations, CNG fueling stations, or hydrogen fuel cell fueling stations. Costs for infrastructure shall be projected including at a minimum the cost of land acquisition, environmental assessments, remediation, architectural and engineering services, and capital improvements to provide the necessary infrastructure including solar, charging and/or fueling stations.
- Assessment of the ramifications of existing flood plain located on the site and the limitations that such floodplain will impose in terms of developing the site for an all-electric, all-CNG, or all-hydrogen fleet, in accordance with local, State, or Federal regulations.
- Assessment of the feasibility of off-site, on-route charging stations in terms of possible locations and projected costs for land acquisition, environmental assessments, architectural and engineering services, and capital improvements to provide the necessary infrastructure including charging stations, provision of electrical supply to charging stations and installation.
- Assessment of what forms of backup power supply would be needed in the event of a power outage for purposes of charging buses or operating CNG or hydrogen fueling stations.
- Prepare conceptual drawings for the following site plans:
  - All-electric fleet site plan including charging stations, solar panels, battery storage of solar energy, backup power supplies, covered bus parking, and any other necessary elements. If any land acquisition is needed, the conceptual site plans will illustrate the additional parcels to be acquired as part of the site plan.
  - All-CNG fleet site plan including fueling stations, backup power supplies, covered bus parking, and any other necessary elements.
  - All-hydrogen fuel cell site plan including fueling stations, backup power supplies, covered bus parking, and any other necessary elements.
- Capital cost plans that includes all capital costs associated with premium costs of alternative fuel vehicles compared to standard diesel, equipping the site and facility with all necessary equipment, facilities, fueling infrastructure, and other

structures or site adaptations necessary for an all-electric, all-CNG, and all-hydrogen fuel cell fleet.

- As chapters of the report are to be completed in draft form and shall be submitted to the BPTC General Manager for review and comment.
- Two (2) presentations shall be made to two (2) different bodies at the half-waypoint of the project and for the draft final report. These presentations shall be made on-site to the BPTC Board of Directors and the MPO Policy Committee.
- Two (2) iterations of the draft final report shall be submitted to the BPTC General Manager for review, comment, and approval before the final report is submitted.
- A final report shall be printed and delivered in a quantity of 25 copies to the BPTC General Manager including a complete electronic copy in PDF format.

#### **4. IDENTIFICATION REQUIREMENTS FOR PROPOSALS**

Proposals must be received at the above address by 4:00 P.M. local time, July 30, 2021 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 Alternative Fuels and Infrastructure Assessment  
Proposal Opening Date: July 30, 2021, 4:00 P.M.

#### **5. 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, key milestones and timing, as well as deliverables.
- 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 \$150,000. Cost proposals shall show the total proposed cost to achieve the full scope of work included in this Request for Proposals.
- 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 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, Debarment and Suspension Certification and a Lobbying Certification.

## **6. 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.

## **7. 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.

**8. 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.

**9. 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.

**10. 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 any subcontractor credentials	50
Proposed consultant costs	50
Project schedule	50
Level & type of assistance required of BPTC 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 Zoom, Google Meetings, or similar, on dates/times that work for BPTC following proposal submission. 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.

## **11. 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.

## **12. 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.

## **13. 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](mailto: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.

## **14. 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.

## **15. FINANCIAL STATEMENTS**

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

**16. 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.

**17. 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 30, 2022. 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 noted herein.

**18. ASSIGNMENT OF CONTRACT**

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

**19. 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.

**20. 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.

## **21. PROJECT SCHEDULE**

The project shall be completed in its entirety no later than June 30, 2022 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	June 29, 2021
Proposals due	July 30, 2021, 4:00 p.m., local time
Review proposals	By August 10, 2021
Award of contract	August 11, 2021
Project startup	No later than September 1, 2021
Draft final reports due	May 15, 2022
Consultant presentations	June 2022
Final report due	June 30, 2022

**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.

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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:**

**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.

(4) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the Federal Transit Administration Chief Counsel or Regional Counsel for the Region V, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

**Clean Water** - 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.

**Clean Air** - 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.

**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.

**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, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(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.

**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.