



**FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
REQUEST FOR PROPOSAL # 2025-1**

for:

**Paratransit Services-ADA Complementary
and Microtransit Services
(Access, Access Plus, Citilink Flex)**

ISSUING OFFICE:

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
John Metzinger, General Manager/CEO
801 Leesburg Rd.
Fort Wayne, Indiana 46808
Email: jkm@fwcitilink.com

SECTION 1 - INTRODUCTION

1.1 OVERVIEW

Fort Wayne Public Transportation Corporation (CITILINK) is seeking Proposals from qualified firms to provide Paratransit – ADA Complementary (Access and Access Plus) and Microtransit (Citilink Flex) Services.

The contract is anticipated to be for a base period of five (5) years with five possible one (1) year renewal options for a total term not to exceed ten years.

1.2 PROCURING AGENCY, CONTRACTING OFFICER AND PROJECT MANAGER

Procuring Agency: Fort Wayne Public Transportation Corporation
801 Leesburg Rd.
Fort Wayne, IN 46808

Contracting Officer: John Metzinger
General Manager/CEO
E-mail: jkm@fwcitilink.com

Project Managers:
(AFTER CONTRACT AWARD)

Pam Schieber
Chief Operations Officer
E-mail: pks@fwcitilink.com

Tyi'Erra Martin
Paratransit and Mobility Manager
E-mail: tom@fwcitilink.com

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule. **Note that all times presented in this RFP are local Fort Wayne, IN time, which is in the Eastern Time Zone (ET).**

| Event | Date and Time |
|---|---|
| Request for Proposals Issued | Tuesday, April 29, 2025 |
| Non-Mandatory Pre-Proposal Conference | Friday, May 9, at 3:00 p.m. local Fort Wayne time, in person or via MS Teams. Write jkm@fwcitilink.com to receive the meeting link. |
| Questions and Requests for Clarifications due | Friday, May 16, 2025 at 10:00 AM local Fort Wayne time |
| CITILINK Responds to Requests for Clarification and Questions | Friday, May 23, 2025 |
| Proposal Due Date | Friday, June 13, 2025 2:00 PM local Fort Wayne time. See submission information in section 1.4. |
| Evaluation of Proposals/Proposer Interviews/Negotiations. | June 13-July 16, 2025 |
| Anticipated Award, if any | July 17, 2025 |
| Service Start Date: | January 1, 2026 or as otherwise negotiated for Access/Access Plus. Microtransit is not currently offered but is envisioned in long-range planning, should funding become available. |

1.4 PROPOSAL SUBMISSION

Proposals must be received in the formats specified in the RFP by the respective due dates and times prescribed in the Solicitation Schedule in Section 1.3. Proposal submissions must be submitted by email to jkm@fwcitilink.com. If files are too large to send by email, submit a link to an accessible shared drive such as Dropbox, Sharepoint, Google Drive, or another online file sharing method.

Proposal submissions must reference **RFP 2025-1 Paratransit – ADA Complimentary and Microtransit Services**, the title of the submission, and the Proposer’s company, organization, or corporate name. Proposer shall submit separate files for the Technical Proposal and for the Price Proposal. The Price Proposal shall include all documents from Section 7 – Required Forms and Certifications.

All proposals or portions thereof received after the due date and time are untimely and will not be considered. All submissions must be received by the due date and time. CITILINK will not send out automatic confirmations. Proposer may email jkm@fwcitilink.com to confirm receipt of Proposal. Regardless of response or lack thereof from CITILINK, each Proposer shall bear the burden of proper and timely delivery in its entirety.

In the event that an email is not successful for any reason or is rejected it shall be the duty of the Proposer to timely contact the Contracting Officer at jkm@fwcitilink.com for further instruction. CITILINK is not responsible for any undelivered, delayed, rejected or otherwise missing or late emails, communications, or proposal submissions.

CITILINK’s decision on the timeliness of proposals shall be final.

Proposer will assume all costs they incur to provide responses and for providing any additional information required by CITILINK for the evaluation process.

This Request for Proposal (“RFP” or “solicitation”) does not commit CITILINK to award a contract, to pay any costs incurred in the preparation of a proposal responding to this RFP, or to procure a contract. CITILINK reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified Offerors, to award a contract with or without discussions, interviews, or negotiations, or to cancel this RFP in whole or in part if it is in the best interests of CITILINK to do so.

1.5 COMMUNICATIONS

All communications, including questions regarding this solicitation, MUST be in writing and directed to the Contracting Officer listed above. Communications may be sent via email. Telephone communications are strictly prohibited.

Communication by a proposer or a proposer’s representative with CITILINK staff, consultants, Board members, or representatives other than a Contracting Officer is prohibited and may render the proposal invalid. See Instructions to Proposer for additional details.

1.6 PRE-PROPOSAL CONFERENCE CALL

A Pre-Proposal Meeting will be held as indicated in the Solicitation Schedule above. Participation is not mandatory but is strongly encouraged. Attendance may be in person or via MS Teams. Contact the Contracting Officer for the meeting link at least 2 hours before the start of the meeting.

1.7 LOCATION OF DOCUMENTS AND ADDENDA

This RFP and any updates to this RFP including addenda will be available on Citilink’s website at www.fwcitilink.com. Select **About>Public Bidding Opportunities** to see the RFP and related documents.

CITILINK will NOT alert or notify prospective Proposer or interested parties of addenda, changes or updates to the RFP. CITILINK will NOT mail, email nor fax the RFP, addenda, changes or updates to the RFP to prospective Offerors or interested parties.

1.8 PROJECT FUNDING

Funding for this project comes from the Federal Transit Administration (FTA), the State of Indiana, and local public funding. The successful Proposer will be required to comply with all applicable federal, state, and local laws and requirements.

1.9 PROJECT OVERSIGHT

The oversight of this CITILINK Project is the responsibility of the CITILINK Project Managers, or their designee, named in Project Management Section.

The Contractor will be required to work with CITILINK staff and service agencies as directed by CITILINK throughout the duration of the Contract and attend Progress Meetings as required by the CITILINK Project Managers.

1.10 INCURRING COSTS

CITILINK is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from CITILINK to proceed with the project.

1.11 CONTRACT TERM

The term of the proposed contract will commence by or before January 1, 2026 and continue for a period of five (5) years. CITILINK shall thereafter have five possible one-year (1) options to extend the agreement. For a total term not to exceed ten (10) years.

1.12 CONTRACT EXTENSION

CITILINK reserves the right to extend the term of any contract resulting from this RFP as outlined above. Any extension will be in writing.

1.13 TYPE OF CONTRACT

Any contract resulting from this RFP will be a fixed-price contract. CITILINK reserves the right to expand or decrease service/use of the contract as conditions change.

CITILINK reserves the right to award the contract to one or multiple bidders at its sole discretion.

1.14 ACCEPTANCE OF PROPOSAL CONTENT

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. **Failure of the successful Proposer to accept these obligations may result in elimination of the Proposer from the selection process.** CITILINK further reserves the right to interview the key personnel assigned by the successful Proposer to this project and to recommend reassignment of personnel deemed unsatisfactory by CITILINK.

1.15 PRIMARY CONTRACTOR RESPONSIBILITIES

The selected contractor(s) (Primary Contractor) will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CITILINK will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CITILINK or outside services must comply with CITILINK's procurement procedures and related state and federal contracting requirements. All bidding summary sheets must be attached to subcontractor receipts/invoices and sent to CITILINK. Any sole-source awards must be documented with a valid

justification and analysis to ensure the price is fair and reasonable. This documentation must be attached to the invoice submitted to CITILINK.

The primary contractor is responsible for adherence by the subcontractors to all provisions of the contract. CITILINK must review and approve in writing all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines and following all state and federal contracting requirements.

1.16 OTHER DUTIES ASSIGNED BY CITILINK

Because of the nature of this project, CITILINK is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional services not outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CITILINK and the contractor will discuss the contractor's ability to complete this work. If CITILINK determines the contractor should conduct the additional work, contractor will provide a Request for a Task Order describing the work to be done and all associated costs. A written task order will then be issued by CITILINK.

1.17 SELECTION/EVALUATION CRITERIA

CITILINK intends to issue a contract to the agency whose proposal best conforms to the solicitation. CITILINK will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CITILINK to be most responsive to the needs of CITILINK may be asked to make in-person presentations to CITILINK staff and/or its Board of Directors.

Responses to this RFP will be evaluated based upon the following factors as presented in the Proposer's proposal, listed in order of importance:

- **Method of Approach to the Scope of Work, Contract Management, and Responsibilities.** The proposal must describe how the Contractor will perform the Scope of Work, Contract Management and Responsibilities. This also addresses quality of information submitted in the proposal, including timeliness, completeness, relevance, conciseness, and organization of materials presented.
- **Understanding the Problem and Objectives.** The proposal must demonstrate Contractor's understanding of the project.
- **Cost Efficiencies.** This addresses how the proposal would improve or otherwise affect cost efficiencies for CITILINK, specifically with reference to the Scope of Work, Contract Management, and Responsibilities.
- **Capability and qualifications of the prime firm and all subcontractors.** This addresses distribution of staff time to the project and the Contractor's past record of performance on similar assignments (such as control of costs, quality of work, and ability to meet schedules). The Contractor will also be evaluated on its past experience in managing subcontractor relationships if applicable.

- **Capability and qualifications of the key individuals.** This addresses key individuals from the primary Contractor and any named subcontractors, including previous work on similar projects, technical experience, education, and training.
- **Quality Assurance.** Description of quality control measures and the system for ensuring quality standards.
- **Customer Satisfaction.** Measures used, training of staff, staff available, handling of complaints, and follow-through on complaints.

CITILINK will evaluate criteria on a best value basis which considers both price and the above technical factors to determine the offer that is most advantageous and presents CITILINK with the best overall value.

The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors as a whole.

Proposer may be required to update their proposals in writing if clarification or additional information is needed. Inquiries may be made of Proposer concerning their proposals. All inquiries will be in writing via email.

1.18 **IN-PERSON PRESENTATIONS**

Proposer may be required to make in-person presentations of their proposals. These presentations provide an opportunity for the Proposer to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to CITILINK your approach to this project and the uniqueness of the Proposer's team in meeting the requirements of this RFP. Key members of the Proposer's project team, including a representative from each subcontractor, must be part of the presentation. A maximum of 60 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CITILINK).

1.19 **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the Proposer certifies, or, in the case of a joint proposal, each party thereto certifies as to its own organization, in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other Proposer or to any competitor.
- No attempt has been made or will be made by the Proposer to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that they:

- Are the person in the Proposer’s organization responsible for the decision to allocate the prices being offered in the proposal and have not participated (and will not participate) in any action contrary to the requirements indicated above; or
- Are not the person within the Proposer’s organization responsible for the decisions as to the pricing being offered in the proposal but have been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

1.20 PRICING AND PAYMENT

Pricing Proposals shall be submitted ***as a separate electronic document*** from the technical proposal and must include the following:

1. A purchase price for vehicles currently owned by CITILINK to be used in the contracted service (see Appendix for vehicle inventory and depreciated values).
2. A fixed price per passenger trip to fulfill demand for daily accessible passenger trips in three categories of service:
 - 1) Access (ADA minimum paratransit, where the trip origin and destination is within 3/4 mile of a CITILINK fixed route bus);
 - 2) Access Plus, where a trip origin and/or destination is outside the ADA area but within the city limits of Fort Wayne; and
 - 3) Microtransit, to be offered later depending upon funding availability, where a trip origin and destination is within a predetermined service area, with service co-mingling both ADA and non-ADA passengers.
3. The fixed price per passenger trip provided in the proposal should not include cash fare revenue. Cash fare revenue collected by the Contractor will be shown on the Contractor’s invoice as a credit to CITILINK. (Mobile ticket revenue or other fares sold directly to the passenger by CITILINK will not be credited on the Contractor’s invoice.) Cash fare is outlined as follows:
 - 1) \$3.00 for Access;
 - 2) \$4.50 for Access Plus; and
 - 3) To-be-determined for Microtransit services.

The Contractor shall submit a proper invoice for each calendar month to the address shown below. CITILINK reserves the right to return any invoice which is incomplete.

Invoices will be paid within 45 days or less from receipt of a proper invoice.

CITILINK

Attn: Chief Operations Officer
801 Leesburg Rd.
Fort Wayne Indiana 46808

The invoice must contain the following information for each billing period (calendar month):

1. Invoice Number
2. CITILINK'S Purchase Order Number
3. Detailed Manifest of Passenger Trips (separate manifests for Access, Access Plus, and each microtransit service area)
 - a. Date of the Passenger Trip
 - b. Name of Passenger
 - c. Origin and Destination Addresses
 - d. Cash Fare Received by Contractor
 - e. Passenger Miles Traveled (PMT) for the Trip
 - f. CITILINK'S Fee for the Trip (Adjusted for Fares Collected by Contractor)
4. Summary of Service Supplied (Delineated by Weekday, Saturday, Sunday*)
 - a. Total Vehicle Revenue Miles (VRM)
 - b. Total Vehicle Miles
 - c. Total Deadhead Miles (Total Vehicle Miles minus VRM)
 - d. Total Vehicle Revenue Hours (VRH)
 - e. Total Vehicle Hours
 - f. Total Deadhead Hours (Total Vehicle Hours minus VRH)
 - g. Total Number of Vehicles Operated in Maximum Service (VOMS)
 - h. Total Fare Revenue Collected by Contractor
 - i. Total Fee due from CITILINK
5. Summary of Service Consumed (Delineated by Weekday, Saturday, Sunday*)
 - a. Total Unlinked Passenger Trips (UPT)
 - b. Total PMT
 - c. Total CITILINK fees due
6. Contact Person and Phone Number
7. Payment Remit Address

* CITILINK currently does not operate on Sundays. If Sunday service is added by CITILINK, the provisions of Section 1.16 will apply.

For further definitions of the terms used above, see The Federal Transit Administration's National Transit Database (NTD) Reporting User Guide linked here: <https://www.transit.dot.gov/ntd/ntd-annual-reporting-user-guide>

The Project Managers or designee will provide individual project budgets before any work is authorized to begin. The Proposer must keep project costs within that amount unless the Project Manager agrees to a change before costs are incurred.

Agency invoices and subcontractor receipts/invoices should clearly show that no mark-up costs, commissions or sales taxes were incurred. CITILINK will not pay mark-up or tax on any outside services which are obtained by the Contractor on CITILINK's behalf.

SECTION 2 - STATEMENT OF WORK

2.1 BACKGROUND – PARATRANSIT SERVICES

The Fort Wayne Public Transportation Corporation (CITILINK) was chartered by the City of Fort Wayne in 1968 under I.C. § 36-9-4 of the State of Indiana. CITILINK is a Public Transportation Corporation legally authorized to provide service throughout its taxing district, which includes the City of Fort Wayne and the City of New Haven, Indiana.

CITILINK is governed by a seven-member Board of Directors appointed by the Mayor and City Council of Fort Wayne. The Board of Directors oversees the deployment of transit services within the urbanized areas of Allen County. CITILINK also enters into a Transportation Agreement to provide service for the Parkview Health Regional Medical Center outside its territory on the City’s north side, and may enter into other such agreements expanding the service area. The population of the entire service area is approximately 279,469.

Currently, CITILINK operates fifteen fixed routes of transit service within the urban area on weekdays and a reduced service level on Saturdays. General Service hours of operations are from 5:30 a.m. to 9:00 p.m. on weekdays, and 7:30 a.m. to 6:30 p.m. on Saturdays. Access and Access Plus services operate the same service hours.

CITILINK currently provides Access demand response service to areas within 0.75 miles of an active CITILINK bus route including the Cities of Fort Wayne and New Haven, and the Parkview Regional Medical Center on Fort Wayne’s north side. Access Plus is operated beyond the 0.75 Access service area to the city limits of Fort Wayne. Access Plus is not currently available in New Haven.

CITILINK’s recent-year operating data for Access is as follows:

| Year | UPT | VRM | VRH | VOMS |
|------|--------|---------|--------|------|
| 2024 | 70,185 | 440,578 | 31,048 | 15 |
| 2023 | 61,964 | 401,205 | 29,656 | 15 |
| 2022 | 58,916 | 375,113 | 28,853 | 15 |

Ridership grew 13.3% in 2024 compared to 2023 and by 5.2% in 2023 compared to 2022. For the first quarter of 2025, ridership grew by 9.4% compared to the same period in 2023. CITILINK expects Access ridership to continue growing by 8 to 10% annually due, in part, to the aging population.

Since acquiring the VIA scheduling software, CITILINK’s efficiency has improved. CITILINK Access averaged 2.26 passengers per vehicle revenue hour in 2024, compared to 2.09 in 2023 and 2.04 in 2022. CITILINK expects its contractor to deliver similar or improving efficiency.

For weekdays in 2024, average daily ridership was 261 passenger trips. Average Saturday ridership was 60 passenger trips. This ridership data combines the Access and Access Plus service areas, which were operated as one service with one fare in 2024. Access Plus begins July 1, 2025. A higher fare will be

charged for trips with origins or destinations beyond the ¾ mile area around fixed route service required by the ADA.

2.2 OBJECTIVES OF THE PROJECT

The specific objective for this Project is to secure the services of a Contractor to deliver ADA Demand Response Paratransit and potentially Microtransit Service, operating outside Citilink's current service perimeters and/or regular hours of operation, and that provides:

- Prompt courteous service to CITILINK customers for those who are certified for Access service by CITILINK.
- Comply with all local, state and federal standards and regulations governing ADA complementary paratransit service.
- Hire and maintain an active work force large enough to cover all runs reliably with no pattern or practice of trip denials or unnecessarily lengthy ride times for Access service. Greater flexibility is available for Access Plus.
- Provide sufficient office and street management and supervision.
- Assist customers with scheduling of service and daily preparation of manifests for each run.
- Maintain and improve a high-level of efficiency with a shared ride experience.
- Dispatch all activities related to trips booked on Contractor's runs.
- Deliver a curb-to-curb experience for customers and special accommodation for door-to-door service when requested by riders or necessary to ensure customer safety.
- Maintain and perform routine service on all vehicles including inspection and preventive maintenance at intervals per the vehicle manufacturer's specifications.
- Maintain accurate fare counts, passenger counts, and all other required reporting.
- Comply with all local, state and federal requirements as indicated in this Request for Proposal.
- Develop and implement a Transit Asset Management Plan in coordination with CITILINK and the Northeastern Indiana Regional Coordinating Council (NIRCC, the MPO for Fort Wayne and Allen County) to plan for capital vehicle needs utilizing federal funding passed to the Contractor as a subrecipient.
- Participation alongside CITILINK with NIRCC's processes including the Transit Planning Committee, publication of the Coordinated Human Services Transportation Plan, Transit Asset Management, and Transportation Improvement Program (TIP).

- Participate in frequent oversight and compliance reviews from CITILINK and the Federal Transit Administration, including FTA’s Triennial Review, annual reviews, and other reviews as necessary.

2.3 **SCOPE OF WORK – CONTRACTED ACCESS, ACCESS PLUS, and MICROTRANSIT SERVICES**

CITILINK’s ADA Complementary Paratransit Service (Access and Access Plus) are shared-ride services for persons with disabilities who are unable to use fixed route due to the effects of their disability.

Access is highly specialized and is provided to individuals who have been certified by CITILINK as eligible pursuant to the Americans with Disabilities Act Regulations. In all aspects, services must maintain full compliance with the Americans with Disabilities Act (ADA). The Contractor shall carry out its responsibilities under this contract and work cooperatively with CITILINK to ensure full compliance with the ADA. In addition to the ADA, the Contractor shall be in compliance with all applicable federal, state and local regulations and requirements. The Contractor’s employees and drivers engaged in the delivery or administration of service must have a working knowledge of the service guidelines described within CITILINK’s publications about the service available at www.fwcitilink.com (select SERVICES>CITILINK ACCESS).

Operator awareness and sensitivity to customer needs is critical to these services. Vehicle operators must assist customers to ensure safe, timely, and comfortable transportation. Drivers are required to assist customers to and from vehicles, including safe operation of the wheelchair lift, loading and unloading packages, opening and closing vehicle doors, securing seatbelts, and securing wheelchairs and other mobility devices inside the vehicle when assistance is needed or requested. At times, a higher level of assistance may be required by the operator in order to facilitate safe and efficient transportation due to special needs of the customer or logistical problems at a location.

Operators must also make a reasonable effort to notify customers of their arrival including exiting the vehicle to announce arrivals, and even entering public locations when necessary if doing so does not cause a safety risk to others.

Operators must drive safely and follow the most efficient routing possible, taking into account distance, time parameters, and road conditions.

Operators will use CITILINK’s VIA app for the operation of service including the daily manifest, mapping, trip confirmation and completion, and other required functions.

Operators will collect and document cash fares and validate mobile ticket fares and other prepaid fares offered by CITILINK.

Operators must be trained to give accurate information regarding Access service including who to contact at CITILINK or the Contractor for various needs including ADA certification, trip scheduling, comments or complaints, or notification of loss or injury.

Operators represent CITILINK and must reflect CITILINK’s best-in-class image.

CITILINK will manage, oversee and approve the certifications and recertifications of ADA riders in compliance with all local, state and federal guidelines.

Hours of Operation

Services to be provided under the terms of this contract as follows: 5:30 a.m. to 9:00 p.m. on weekdays, and 7:30 a.m. to 6:30 p.m. on Saturdays. In accordance with ADA Regulations, hours of Access and Access Plus service mirror the hours of service of CITILINK’s fixed routes and are subject to change if hours of fixed route operation change. Access service is not provided on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Easter, and Christmas Day.

Area of Service

Access and Access Plus Service provide a demand response transportation for persons with disabilities. Access service is available within a 0.75 mile zone around fixed route service in Fort Wayne and New Haven. Access Plus is a premium service with a higher fare for service to and/or from origins and destinations within the City of Fort Wayne limits but outside the 0.75 mile zone around fixed route service.

Microtransit Services

CITILINK envisions on-demand microtransit services which could be implemented to support or expand existing service areas, co-mingling ADA and non-ADA riders for efficiency. Areas for potential application include potential expansion areas including job and school access in south Fort Wayne near the international airport. Alternatives may include offering some level of Microtransit service hours outside of regular service hours or on Sundays.

Changes to Hours, Days, and Areas of Service

Any component of these services may be altered, increased or decreased based upon ridership, demand and/or funding. The Contractor must have the capability to extend services to encompass additional weekday, weekend, including Sundays, and holiday hours in the future upon 90-days notice of such service expansions upon written notice by CITILINK. The Contractor must also be willing to reduce service without expectation of adjusting the price rates, upon 90-days’ notice of such service reduction.

Currently the general service area is defined as any location within three-quarter miles of an existing CITILINK fixed route bus for Access, including the Parkview Regional Medical Center on the City’s north side. For Access Plus, the service area includes origins and/or destinations beyond 0.75 miles of fixed route service to the city limits of Fort Wayne.

Vehicles

Contracted service is to be provided by a fleet of medium- or super-medium-duty vehicles (CITILINK’S current paratransit fleet, which is to be purchased by the Contractor upon start of service) and additional vehicles owned, procured, and operated by the Contractor.

Vehicles must be ADA accessible for all trips scheduled for riders who require an ADA accessible vehicle.

Trips scheduled for customers who are ambulatory (able to board a vehicle without aid or using a wheelchair lift) may be provided in minivans or automobiles with prior approval and vehicle inspection

by CITILINK. The Contractor may sub-contract ambulatory transportation with another provider such as a local taxi provider; such sub-contract relationships should be identified and costed in the Proposal.

Reservations, Scheduling, Dispatching & Trips

The contractor will provide its own customer service agents to aid customers in scheduling trips by telephone and by using the VIA scheduling platform and app or another platform as determined by CITILINK. CITILINK will provide software licensing for the Contractor and training on use of the scheduling system.

The Contractor will be responsible for managing the run templates, subscriptions and trip batching/scheduling. It will be the Contractor's responsibility to efficiently manage runs and trips using the system that will be provided by CITILINK.

The contractor must honor any changes to trips, including cancellations and additional trips that become necessary from changes in a rider's schedule such as delays for medical appointments.

CITILINK reserves the right to perform all or part of the scheduling and dispatching requirements if it is determined that service quality or efficiency would improve as a result of the change. CITILINK Reserves the right to increase or decrease the run structure based on seasonal needs.

- A. **RESERVATIONS & SCHEDULING:** The Contractor will receive and schedule all advance reservations. An Advance reservation is one which is received up to 14 days in advance or by 5:00 p.m. Mon.-Sat. on the day before the requested trip date.
- B. **WILL CALL TRIPS:** Are not currently offered due to capacity limitations for Access. This section applies only to Microtransit. The Contractor will receive all will-call requests. Will-calls will be booked and left as unscheduled for the contractor to assign to the runs on the day of service.
 - 1. The contractor will accept will-call return trip orders.
 - 2. The Contractor will use VIA's scheduling software supplied by CITILINK to reserve, schedule, and dispatch all will-call/same day trips defined as part of this contract.
 - 3. The pickup window for will-call trips is within 45 minutes before or after the scheduled pickup time.
- C. **DISPATCHERS:** Contractor dispatchers must be knowledgeable in all aspects of service operations, including computerized dispatching procedures, equipment, and use of telephone devices for the deaf (TDD). Dispatchers must be adequately trained in customer service and must

proficiently and effectively dispatch trip requests in order for drivers to adhere to CITILINK’s on-time performance standards.

- D. TELEPHONE LINES: The contractor must assign sufficient personnel to cover the telephone lines from 5:30 AM to 5:30 PM weekdays, and 7:00AM to 5:30 PM Saturdays.
- E. SHARED RIDES: The Contractor is required to consolidate unrelated passenger trips into one vehicle (shared rides) whenever origins, destinations, and scheduled pick-up times are such that reasonable service quality can be maintained.

Types of Customers

For the purposes of counting ridership, customers are categorized by the following types:

- ADA certified customers who have been certified as eligible for ADA Complementary Paratransit service by CITILINK.
- Personal Care Attendant (PCA) when the ADA-certified customer is pre-certified to travel with a PCA. There is no additional fare for a PCA.
- Non-certified paying guests of customers such as companions and other guests of the ADA certified customers. Companions are charged the fare to ride.
- CITILINK employees who are ADA certified and CITILINK employees who ride the service for evaluation are not charged a fare to ride.
- On Microtransit, riders are classified by their fare type (as above for ADA riders above) and for fixed route cash, bus passes, mobile tickets, and smart cards at fares to be determined. Citilink will provide a fare validator and farebox for use in Contractor vehicles.

PCA’s and companions must have the same origin and destination as the eligible passenger. Access eligible riders may travel with one PCA and one companion.

Trips for personal assistants and guests must be booked in advance. Assistants and guests must be picked up and dropped off at the same locations as the certified customer. ADA regulations require that ADA certified customers be allowed to take one guest or companion. Additional guests may be allowed if capacity permits.

Ride Guide & Rider Policies

The Contractor will conform in all aspects of service delivery with CITILINK’ Access Ride Guide, policies, and other documents provided as addendums to this RFP.

Eligible Billing Costs

Contractor may bill CITILINK only for trips provided for customers who have been certified by CITILINK as eligible for ADA Complementary Paratransit service (billable customers). The Contractor will not bill for personal assistants or guests (non-billable customers) or trips appropriately cancelled by the rider within the scope of the policies.

For Microtransit, the Contractor may bill CITILINK only for trips provided to customers paying fares as predetermined by CITILINK.

The amount to be invoiced will be a set annual price per rider (for Access, Access Plus, and Microtransit) minus any fares collected by the contractor.

2.4 **CONTRACTOR CONFORMANCE**

Proposer must demonstrate that they can meet the service schedule provided. Time spent for training, lunches, random drug and alcohol screenings and related reliefs, pre-trip and post trip inspections, maintenance, breakdowns, accident/incident investigations, creation of any reports, vehicle cleaning, fueling and any time not accounted for in the run are not eligible costs for reimbursement.

Changes to Hours, Days, and Areas of Service

Any component of these services may be altered, increased or decreased based upon ridership, demand and/or funding. The Contractor must have the capability to extend services to encompass additional weekday, weekend including Sundays, and holiday hours in the future. The Contractor must also be willing to reduce service without expectation of adjusting the price rates. Such service extensions or reductions must be made upon 90-days' notice.

2.5 **MISCELLANEOUS**

Automatic Vehicle Locator and Mobile Data Terminals

CITILINK currently uses the VIA scheduling platform for Access and Access Plus services, the system includes a tablet on board the vehicle. Citilink anticipates using the same system for Microtransit services. Additionally, a farebox and a fare validator will be provided for vehicles used in Microtransit.

CITILINK will assist with training Contractor key personnel on how to use the equipment, the reporting requirements, and procedures for maintaining equipment when necessary. The Contractor will be responsible for training its personnel to competently use the equipment and for the accuracy of information entered. The Contractor will be responsible for using all functions of technology for delivery of service and collection of data and reporting as required by CITILINK.

Communication with Operators

The Contractor shall also be required to provide functional communication with its drivers, road supervisors, and dispatchers to manage the daily operation.

Software and Hardware

CITILINK will provide computer software licenses using the VIA platform as required for managing runs and dispatching trips and tracking the vehicle.

Contractor must state willingness to comply with all computer software licensing criteria and to comprehensively use the software given under this contract. The Contractor will be required to supply and maintain all computer and communication equipment that has sufficient memory, speed, and storage capacity needed for running the software and for producing reports required by CITILINK. This equipment includes, but is not limited to, computers, modems, printers, facsimile machines, telephone equipment, data lines and service. The costs of telephone service, internet service, computer training and

service agreements, repairs, paper and ink will be the responsibility of the Contractor. A wireless connection (Wi-Fi) must be sufficient to reach all vehicles when parked on Contractor's property. This connection will ensure that all vehicles are able to receive electronic updates, electronic files, safety equipment, and have the ability to download the operator's manifest prior to leaving the Contractor's property.

Contractor shall have a functioning camera system on any vehicle transporting CITILINK passengers that monitors both the interior and the exterior of the vehicle which is substantially similar to the camera system utilized by CITILINK or is otherwise approved by CITILINK.

SECTION 3 - CONTRACT MANAGEMENT AND RESPONSIBILITIES

3.1 ON-TIME PERFORMANCE

The Contractor is responsible for meeting service quality and on-time standards as set by CITILINK.

Performance of this contract shall require the Contractor to meet a monthly ninety percent (90%) on-time appointment and pickup performance standard. The “On-Time Window” of thirty (30) minutes is defined as the period of which the driver can arrive and still be considered on time for Access and Access Plus. The only factor more important than on-time performance is safety. Due to extreme weather conditions, there may be days when strict on-time performance requirements will be waived in order to optimize safe operation. These days will be determined jointly by Contractor and CITILINK.

CITILINK will not tolerate a lack of service due to a lack of vehicle operators or vehicles that are inoperable due the Contractor’s failure to retain adequate workforce or maintain vehicles. The Contractor agrees that time is of the essence in the performance of this contract. Failure to perform in accordance with this paragraph may result in breach of contract, at the sole determination of CITILINK.

RIDE TIME

Ride time is the period a passenger spends onboard the vehicle; the elapsed time between pick-up and drop-off. The ADA requires that most trips be scheduled to last no longer than the actual time the same trip would take on the fixed route bus (including walking to the bus stop and waiting for the bus.) It is expected that ninety-five percent (95%) of all one-way ADA passenger trips during any month will be completed within the ADA guidelines.

WAIT TIME

Vehicle operators will be required to wait five minutes or until the scheduled pick-up time for a passenger unless it is confirmed that the passenger will not be ready. If the passenger is not visible to the driver, the driver must make a reasonable attempt to contact the passenger before moving on. Such efforts will include radio communication with the dispatcher and checking that the driver is at the correct residence or building entrance. In all cases, Contractor’s dispatch will be notified of the impending no show. Contractor’s dispatch approval is required before driver can move on.

MISSED TRIPS

Contractors are expected to complete a minimum of one hundred percent (100%) of all trips scheduled and accepted. Trip completion is defined as a vehicle arriving to pick up a passenger and getting the passenger to his/her appointment on time. In cases where the passenger was ready and available to travel, and the vehicle was not present within the time specified, the trip is considered "missed."

3.2 QUALITY CONTROL AND QUALITY ASSURANCE

The Contractor will be responsible for monitoring and reporting on-time and service-quality standards on a frequent and regular basis and as requested by CITILINK. Proposals should include a written plan for monitoring on-time performance and service quality standards (*i.e.*, revenue hours, passengers per hour, customer comments, miles between accidents, preventative maintenance performance, etc.). The plan must also include how the plan will be administered with implementation assurances. In addition, the

Contractor must ensure that adequate dispatch and supervisory personnel are available during all service hours to assist with delivering safe, quality service when disruptions, incidents, and accidents occur.

3.3 **PENALTIES**

As previously stated, Contractor is expected to achieve a monthly compliance rate of ninety percent (90%) on-time appointment and pickup performance standard. Contractor will be levied a performance penalty of ten percent (10%) of the fees received per passenger outside of the ninety percent (90%) compliance that will be deducted by CITILINK from the monthly invoice payment.

3.4 **COLLISION AND PASSENGER ACCIDENT PROCEDURES**

All accidents and all incidents of personal injury or property damage ("accidents") involving any vehicle used in connection with any type of CITILINK Service must be reported to CITILINK on a monthly basis. The Contractor's Road Supervisor(s) or Safety Manager must respond to all such accidents for the purpose of determining the cause and extent of damage and injury. If it is determined by the Contractor's supervisor that the driver of Contracted Service contributed to the cause of the accident, the Contractor must comply with all requirements of FTA regulations regarding drug and alcohol testing. The Contractor must provide CITILINK written documentation by the driver, supervisor, witnesses, photos and police reports, including drug and alcohol testing results, as soon as possible after the accident.

Notification of all accidents involving serious bodily injury must be provided to CITILINK within one hour of occurrence. In the event of a hospitalization or casualty, Contractor will confer with CITILINK before making any public comments to the media.

3.5 **CONTRACTOR FACILITY, VEHICLE FUELING AND VEHICLE PARKING**

Contractor must establish a local facility within the cities of Fort Wayne, New Haven, or Allen County.

Vehicle safety is extremely important. The Contractor shall describe in detail the safety and security measures to be used.

3.6 **COMMUNICATION**

Due to the many components of CITILINK services and the differences that occur between services, communication between CITILINK and the Contractor is essential. The Contractor's key personnel must be available by telephone whenever service is operating. Contractor will ensure that CITILINK has an up-to-date contact list of key personnel.

Contractor will be available to coordinate with CITILINK in the event of after-hours emergencies and/or weather related emergencies that may impact service schedules.

The Contractor shall be required to meet at least once per month with CITILINK personnel to discuss any aspect of the service as deemed necessary by CITILINK.

Contractor's proposal must be specific as to communications and availability.

3.7 **APPEARANCE AND COURTESY**

The Contractor's employees shall be neatly groomed and dressed. The Contractor and its employees shall, in the performance of duties as outlined in this RFP, conduct themselves with the highest degree of professionalism and courtesy. Employees should be neat, clean and clothing must be free of wrinkles.

3.8 **SMOKING**

Smoking is not allowed in any CITILINK vehicle, building, or structure. Smoking is permitted outside on CITILINK property, only in designated smoking areas. Smoking may not take place within twenty (20) feet of a CITILINK vehicle. This includes e-cigarettes and vaporizers and applies to all employees of the Contractor(s). Smoking is not allowed in Contractor vehicles

3.9 **USE OF CELL PHONES**

Contractor's vehicle operators are not allowed to use cell phones at any time while driving or while passengers are on board, boarding or alighting the vehicles. This includes use of hands-free cell phone adaptations (for example Bluetooth devices). This also includes texting. Cell phones distract vehicle operators from the job they are performing, personal calls and texting are not allowed under any circumstances while driving, while passengers are on board or boarding and/or alighting. Any cell phone the driver may carry while on the job must be turned off (not on "silent mode" or "vibrate mode") while the driver is in revenue service. In addition to the above, it is the contractor's responsibility to make sure vehicle operators follow any state and/or local laws governing the use of cell phones, whether hand-held or hands-free for talking or for texting. Contractor agrees that any violation of the policy will result in employee discipline.

3.10 **DRUG AND ALCOHOL POLICY**

It is the policy of CITILINK to provide safe and dependable transportation, promote and maintain a safe and healthful working environment for all employees, protect our employees, passengers, and the public from risks posed by use of alcohol and drugs, and to comply with all applicable state and federal laws and regulations.

The Contractor must implement a Drug and Alcohol Policy that meets the requirements defined by the Federal Transit Administration ("FTA") regulations and any other federal, state, or local requirements that apply.

Random drug and alcohol testing must be conducted on the percentage of employees determined by the Federal Transit Administration. The list of names with proof of testing (positive and negative results) shall be updated and submitted to CITILINK on a monthly basis. Upon reasonable suspicion of a supervisor which is supported by another supervisor (unless another supervisor is not reasonably available), an employee may be required to undergo drug and alcohol testing. The requirement for more than one supervisor does not modify the authority of a single supervisor to evaluate fitness for duty and take appropriate action, including immediately relieving an employee from duty.

Anyone convicted for possession, sale, or distribution of any prohibited drug or alcohol in the workplace will be cause for prohibiting the convicted employee from working on any aspect of CITILINK contracted service.

The Contractor shall make every effort to assure the confidentiality throughout the testing process and to protect the individual dignity and the right to privacy of each employee. In the event the Federal Transit Administration (“FTA”) mandates a stricter policy, the Contractor will comply with that policy.

Any employee who refuses to permit or falsifies urine and/or blood test administered under this policy shall be prohibited from working on any aspect of CITILINK contracted service.

In order to ensure compliance with CITILINK’s Drug & Alcohol Policy, the Contractor will be subject to audits by FTA and CITILINK. Contractor must provide all documents and reports on drug and alcohol testing, as requested by CITILINK, and promptly cure any non-compliance with policy, testing, and reporting requirements. See CITILINK’s Terms and Conditions for further requirements.

FAILURE TO COMPLY WITH THE ABOVE POLICIES AND PROCEDURES WILL RESULT IN THE TERMINATION OF THE CONTRACT.

3.11 OPERATING COSTS

The Contractor shall be responsible for all of the following costs:

1. Contractor employee wages and benefits including insurance.
2. Vehicle repair and maintenance expenses.
3. All vehicle fluids including fuel and oil.
4. Vehicle insurance.
5. Worker’s compensation insurance.
6. Pre-employment expenses including testing.
7. Employee training.
8. Uniforms.
9. Cellular telephones for employees who require one, including monthly service invoices.
10. Computer and communication equipment, services and repairs.
11. Uncollected passenger fares and fees.
12. Licenses.
13. All applicable taxes, bonds, and any licenses required by law (federal, state, and local).

14. Drug and Alcohol Testing and Reporting.
15. Other costs reasonably necessary to support contracted operations.

3.12 MAINTENANCE OF VEHICLES

At a minimum, the vehicle exterior and interior must be completely cleaned on a daily basis. The Contractor shall be responsible for keeping the interior free of litter and ensuring that the floor and all seats are clean. The Contractor will be responsible for providing complete maintenance and service of vehicles, including all components and systems such as radios. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts, and labor. Regular preventive maintenance inspections must be conducted in accordance with CITILINK's maintenance plan.

The small bus preventative maintenance (PM) process, as required by the FTA, is to be performed routinely with the frequency determined by the manufacturer's specification and operational miles. For most gasoline or diesel vehicles, the frequency is every 5,000 miles.

The contractor will develop, follow and document an FTA compliant maintenance program, consistent with CITILINK'S maintenance plan.

The following components or systems must also be inspected and repaired if necessary, during every scheduled Preventive Maintenance Inspection for the life of the vehicle:

1. The air conditioning system is inspected and kept active at each PM interval.
2. Oil analysis is included at each PM inspection. This is a very important tool in the preventative maintenance process. Oil samples are taken at each PM interval and submitted for analysis. A report on the oil condition must be maintained by the Contractor and submitted to CITILINK for review upon request.
3. All safety items must be inspected at each interval as well.
4. The wheelchair lift must be run through its entire cycle to ensure that all of the correct stop points are operating correctly. All wheelchair lift safety switches must be exercised to ensure proper and safe operation.
5. All emergency exits must be fully operated to ensure the latches and mechanisms are correctly operating. This includes egress windows and hatches.
6. All fire extinguishers must be inspected annually and display an up-to-date inspection tag.

It is preferred, but negotiable, that the Contractor use a computer program for tracking repairs and preventative maintenance. If Contractor's system of record keeping of completed and scheduled maintenance procedures are not satisfactory to CITILINK, the Contractor, at Contractor's cost must utilize maintenance software program(s) which CITILINK uses for its vehicles.

No vehicles FTA-funded in whole or in part may be used in exclusive school bus or private charter service, per FTA regulations.

3.13 CANCELLATION OF AGREEMENT

Termination for Default/Breach

In any of the following cases, CITILINK shall have the right to cancel the Agreement without expense to CITILINK (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of Indiana or the United States. This section shall not be construed to limit CITILINK's right to terminate the contract for convenience or default, as provided herein.

If the Contractor fails to perform in the manner called for in the contract, or the notice of termination, or if the Contractor fails to comply with any other provisions of this contract, CITILINK may terminate this contract for default. CITILINK shall terminate by delivering to the Contractor a Notice of Termination specifying 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 required in this Contract.

Opportunity to Cure

CITILINK in its sole discretion may, in the case of a termination for breach or default, allow the Contractor within ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to CITILINK's satisfaction the breach or default, within ten (10) calendar days after receipt by Contractor of written notice from CITILINK, CITILINK shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude CITILINK from also pursuing all available remedies against Contractor and its sureties, if any, for said breach or default.

Termination for Convenience

The performance of work under the Agreement may be terminated by CITILINK in accordance with this section in whole or in part, whenever CITILINK determines that such termination is in the best interests of CITILINK. Any such termination shall be affected by delivery to the successful Proposer of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITILINK to be paid. If the Contractor has any property in its possession belonging to CITILINK, the Contractor will account for the same, and dispose of it in the manner CITILINK directs.

Termination for Force Majeure

CITILINK may terminate this Contract upon written notice from the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes are those of acts of God, acts of the public enemy, governmental acts, fires and epidemics whose causes irrecoverably disrupt or render impossible the Contractor's performance. An "act of God" shall mean an earthquake, flood,

cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against such act.

Vehicle Buy-Back Provision

In the instance that the Contract is terminated for any reason, CITILINK will be afforded the opportunity to buy-back all vehicles sold to Contractor pursuant to this RFP. The Terms and details of the proposed buy-back will be negotiated within the terms of the Contract.

Performance During Dispute

Unless otherwise directed by CITILINK, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Assumption of Risk and Loss

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP.

Successful Proposer shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall indemnify, defend and hold harmless to CITILINK, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in RFP #2025-1 in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution.

Breaches and Dispute Resolution

- A. Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by CITILINK's Chief Executive Officer (CEO). This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the Contractor mails or otherwise furnishes a written appeal to the CEO in accordance with the Notice delivery provisions of this Agreement. 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 CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Unless otherwise directed by CITILINK, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

- C. If the Contractor disputes the decision of the CEO, the provisions of this solicitation shall apply, however, the decision of the CEO shall remain binding except as otherwise determined pursuant to this Section.
- D. Unless otherwise agreed upon in writing by the parties, disputes involving CITILINK and Contractor and which arise from any aspect of this Contract including, but not limited to, interpretation of the Contract, performance, default, or enforcement shall be decided by mediation or litigation in a court of competent jurisdiction located in Allen County, Indiana.

Litigation Expenses

In the event of any dispute that results in litigation or arbitration arising from or related to the services provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Personnel and Training

CITILINK places a high value on the quality of the Contractor's employees and the Contractor's ability to retain employees. Staffing levels for operators shall assure that all routes are covered every day. CITILINK is willing to consider proposals that are not the lowest cost but that are cognizant of hiring and retaining qualified staff. The proposer shall describe its plans for recruitment, evaluation, and retention of a trained and qualified workforce throughout the term of the contract. This should include a complete description of pay rates and progression scales for all hourly employees and pay ranges for salaried employees throughout the course of the contract. The proposer shall describe the fringe benefit package that will be offered to hourly and salaried employees. A copy of the employee handbook should be included in the proposal. Staffing levels for operators shall assure that all routes are covered. The proposal shall include the monthly average turnover rate for operators at three comparably size contracts in place in FY24. (Turnover rate shall be computed as total number of annual operators hired divided by total operator positions available). If wages vary by contract, then the proposal shall indicate the monthly turnover average rate for operators at three contracts in place in FY 2024 indicating hourly wages. Contractors will be solely responsible for the provision, oversight, and satisfactory work performance of all employees required to deliver the transportation and related services described in this RFP. Such responsibility will include the payment of wages and benefits, including compliance with requirements of worker's compensation, unemployment insurance, and Social Security.

Vehicle Operators:

- Must possess the appropriate class of license for the type of vehicle to be operated.
- Must be at least 21 years of age and must have possessed a valid US Driver License for at least five years.
- No violations or convictions in the past five (5) years for any of the following:
 - a. Driving under the influence of alcohol or drugs;
 - b. Driving while impaired;
 - c. Leaving the scene of an accident; or
 - d. Reckless driving

- Must pass an FTA pre-employment drug screen and must be able to pass all random, post-accident, and any reasonable suspicion drug and alcohol tests which may be administered in accordance with FTA requirements throughout the life of this contract.
- Must demonstrate mastery of all topics covered in pre-employment and ongoing driver training.
- Must maintain a neat, clean and professional appearance which meets the requirements of this contract.
- Must have a strong knowledge of CITILINK service area, including the road network, major points of interest and how to use provided tools to locate and navigate between specific addresses.
- Must provide exceptional customer service and must not incur more than three valid passenger complaints within any rolling six (6) month period.

Required Key Management Positions:

Subject to the approval of CITILINK, the Contactor(s) shall designate key staff positions to appropriately manage all services defined by this RFP in Operations, Customer Service and Scheduling, and Maintenance. The Contractor should include an organization chart with the proposal identifying the positions responsible for these functions.

Scheduling/Dispatching

Proficiently trained dispatchers are required in order to keep the service timely, efficient and productive. The closure or opening of more than one (1) run for any reason except vehicle breakdown must be approved by CITILINK. Contactor(s) documentation shall be maintained and forwarded to CITILINK daily regarding operational decisions such as reasons for shutting down runs or adding runs or adding or removing vehicle revenue hours to runs. Revenue hours are defined as “the hours that vehicles are scheduled to or actually travel while in revenue service.”

The Contractor will be responsible for provision of service in a safe, efficient, economical manner, printing of manifests (when necessary) or properly downloading manifests to vehicle operators and dispatching same to vehicle operators. Dispatching should be carried out in a manner which maximizes the productivity of vehicle operators and vehicles while meeting the standards for service quality established by CITILINK. All services are offered on a shared-ride basis. It is desirable to group trips, where possible, to increase vehicle productivity.

Contractor(s) will be required to have trained staff available for telephone communication with CITILINK’s office during all times when CITILINK’s office is open. Contractor will be required to have a public telephone number with a proficiently trained customer service staff person(s) available to take calls during all times when they are operating any service.

Passenger Assistance

Contractor is required to use the highest degree of care in the operation of equipment and assistance of passengers. Vehicle operators are not required to provide personal care attendant (PCA) duties for passengers. For any parcels brought on board, vehicle operators will make sure the bags/parcels are stowed properly to minimize hazards while driving.

3.14 DRIVER TRAINING

The Contractor shall be responsible for all costs relating to employment, training, and compensation of personnel for this contract. All drivers shall have an understanding of working with customers including those with special needs, an excellent driving record, a familiarity with the service area, and an understanding of other transportation services subcontracted by CITILINK. Minimally, drivers and mechanics must possess an Indiana Driver’s License with a For Hire Endorsement, or a Commercial Driver License with the class type and endorsements that are appropriate for the type of vehicle driven. Training requirements shall include formal classroom and behind the wheel training.

Training in vehicle operation, service area geography, passenger characteristics/assistance, ADA standards and all program rules/guidelines will be required for all supervisors, dispatchers and personnel operating vehicles in services subcontracted for CITILINK.

All vehicle operators must be properly licensed in the State of Indiana.

The following background checks must be ordered and received for any operator who will be providing service pursuant to this RFP:

- a. Criminal background (State/City/County);
- b. OTIS/CSC (Registered Sex Offender List);
- c. Driving record; and
- d. Employment history.

CITILINK and Contractor will work together to create an operator training program incorporating all necessary local, state and federal rules, laws and guidelines. Before operating any service outlined in this RFP, drivers must successfully complete the aforementioned training.

3.15 FARE HANDLING

The Contractor will be responsible for collecting and reporting all fares in accordance with rates established by CITILINK. Fares are paid in cash, by advance purchase passes, or by using mobile tickets in the Token Transit App or smart cards. Non-cash fares are paid at the fare validator provided on all vehicles.

All fares shall be considered as CITILINK’s revenue. Cash fares collected by the Contractor should be deducted from the trip’s charge on the invoice.

If a fare is not paid or noted as free on the manifest, the trip should not be provided without notification to CITILINK and authorization by CITILINK to provide the trip.

A. Fares

Currently, the fares for Access are:

- Access Single Ride \$3.00
- Access Single Ride (Mobile Ticket) \$2.92

Currently, the fares for Access Plus are:

- Access Single Ride \$4.50
- Access Single Ride (Mobile Ticket) \$4.28

Fares for Microtransit are to-be-determined.

The Contractor will need to develop a secure fare collection system that provides accountability of collection for cash fares. Fare collection information including method of payment must be documented on the monthly invoice provided to CITILINK. CITILINK reserves the right to audit fare collection procedures at any time. Cash fares shall be retained by the Contractor and deducted from the monthly bill. The Contractor(s) must also provide driver and dispatch logs showing the number of passengers by fare category, and amount collected on a daily basis.

If a PCA is riding, the eligible passenger’s identification card must indicate that they are authorized to have a PCA. A maximum of two additional people can travel with the eligible Access card holder, specifically two companions or one companion and one PCA. ADA regulations permit Access eligible riders to travel with additional companions only if space is available.

3.16 DATA COLLECTION AND REPORTING

Data Collection

The Contractor shall be required to collect various data as determined by CITILINK. Vehicle operators shall accurately and completely enter required information regarding actual times, mileage, and fares collected in the AVL equipment. CITILINK reserves the right to audit the manifest and original copy of each Driver Manifest with a cover sheet that lists deadhead hours and miles, revenue hours and miles and passenger counts must be delivered to CITILINK within two days of date of requested. The method of data collection and the format of reports are subject to change at the discretion of CITILINK. CITILINK may require additional data as it believes necessary.

The method of data collection and the format of reports are subject to change at the discretion of CITILINK. In the future, CITILINK may require that data be entered by the operator into an electronic device provided on the vehicle by CITILINK with the information being transferred to CITILINK electronically. The Contractor will be responsible for all costs associated with training on new electronic equipment and maintenance of the equipment.

The Contractor will be responsible for storage of documents.

Other data requested by CITILINK or required by FTA or INDOT shall be submitted upon request in any media or format as determined by CITILINK. CITILINK reserves the right to suspend payment, complete or partial, for failure of the Contractor to provide required documentation and reports by their due date.

All monthly reports must be submitted with the invoice for the previous month’s services, and no later than the seventh working day of each month. Reports that are to be provided in an electronic format must be in a format acceptable to CITILINK. All reports shall be delivered to the Project Manager. The reporting requirements for the first three months may be evaluated by CITILINK; adjustments may be made after the three-month period.

- A. For each day of the month, a record of each trip provided, including: (Electronic Format Required)
1. CITILINK ID Card number
 2. Date of trip
 3. Pickup location
 4. Drop off location
 5. Vehicle number
 6. Run Number
 7. Driver
 8. Advanced reservation, same-day or will-call, if applicable
 9. Trip request time for same-day trips, if applicable
 10. Scheduled pickup time for advanced reservations, if applicable
 11. Time vehicle was dispatched
 12. Actual Arrival time
 13. Actual pickup time
 14. Actual drop off time
 15. Fare payment (cash, or prepaid pass or mobile ticket)
 16. Metered fare if applicable
 17. Personal Care Attendant (Yes/No)
 18. Number of children five or under and number of companion fares collected
 19. Trip mileage (start-end of odometer readings).
- B. For each day of the month, a record of each trip not provided, including:
1. Trip denials including, rider card number, pickup & drop off location, time of request, scheduled pick up time
 2. No-Shows, including all applicable information in item A: 1-12
 3. Missed trips, including all applicable information in item A: 1-12
 4. The number of refusals
- C. Summary report of trips by day and total for the month, including: (Electronic Format Required)
1. Number of passengers
 2. Number of trips
 3. Number of no shows
 4. Number of trip denials, by category (ADA & Non-ADA denials)
 5. Total miles, including dead head
 6. Revenue miles
 7. Total trip cost
 8. Total meter cost if applicable
- D. Multiple ride tickets collected for that billing month shall be returned to CITILINK.
- E. Vehicle inspection records, summaries only.
- F. Telephone Report. The Contractor must submit a telephone report, which includes the following information, by day:
1. Number of calls received

2. Average wait time
3. Percent of calls on hold less than 3 minutes
4. Percent of calls on hold more than five (5) minutes
5. Abandoned calls

G. Summary of Accidents and Incidents as required.

H. Performance Standards

1. On-Time Performance. Contractor will submit the on-time performance each month.
2. Missed Trips. Contractor shall report the number of missed trips every month.
3. Ride Time. Contractor shall report the percent of ride times that exceeded forty-five minutes. The ride time can be calculated from the actual pickup and drop off time already being recorded.
4. Vehicle Miles. The Contractor shall report vehicle miles.
5. Passengers by Fare Category. CITILINK and the Contractor will develop a report to provide clear and accurate reporting of passengers and fares.

Other Reports

A. Trip Sheets or Manifests. Each driver shall maintain trip sheets containing the following information for each trip provided. Drivers shall request the customer to sign the trip sheet or manifest.

1. Date
2. Vehicle number assigned
3. Origin and destination of trip
4. Time of pick-up
5. Time of drop-off
6. CITILINK ID card number
7. Number of riders
8. Metered Fare if applicable
9. Fare paid, cash amount or scrip

The trip sheets or manifests are to be kept by the Contractor for 12 months after the month of service. Trip sheets or manifests shall be delivered to CITILINK for inspection upon request. The trip sheet or manifest shall be jointly developed by the contractor and CITILINK.

B. National Transit Database

CITILINK is required to submit annual operating reports to the Federal Transit Administration (FTA). The Contractor will be required to provide information to CITILINK on vehicles, accidents, service provided and costs necessary to complete this report monthly.

C. Annual U.S. DOT Drug & Alcohol Testing MIS Data Report

CITILINK is required to submit an annual report to the FTA for each year's drug/alcohol testing activities. The Contractor shall provide information to CITILINK in a timely manner and in the

format required to enable CITILINK to file such reports with the FTA. The report must be submitted to CITILINK no later than February 15th of each year.

D. Customer Satisfaction Survey

CITILINK will develop a customer satisfaction survey to be executed during each year of the contract. The results of the survey will be shared with the Contractor. CITILINK and the Contractor shall work together in developing customer satisfaction performance standards aimed at improving the delivery of service.

E. Data

All data collected and used by the Contractor in the course of executing this contract remains the property of Contractor but will be shared with CITILINK upon reasonable request. At the conclusion of this contract, by either expiration or termination, the Contractor must provide all necessary data, to CITILINK. All data received and created by Contractor that is the subject of this RFP is to be used solely for performing the Scope of Work of the contract and shall not be used by the Contractor for any other purposes.

Reports

The Contractor must also submit quarterly and annual safety, training, drug and alcohol testing, and other reports in a format as determined by CITILINK.

3.17 FIREARMS

CITILINK prohibits Contractor(s) and its employees from possessing firearms at any time while performing services related to this RFP.

3.18 COMPLAINTS

Complaints received by CITILINK regarding services provided by the Contractor will be sent to the Contractor electronically. The Contractor will be responsible for investigating the complaint and providing CITILINK with the details of action taken summarizing their findings and the corrective action(s) taken, or to be taken, as appropriate to resolve or prevent recurrence of the problem within three days of receiving the complaint. The Contractor will be required to submit the complaint response on the complaint form and return it electronically.

Approved CITILINK personnel or personnel hired by CITILINK shall be allowed to ride in a vehicle at any time during its operation in order to survey service. CITILINK personnel or their designees shall be allowed to inspect the vehicles and property of the Contractor at any time during business hours. CITILINK may investigate by covert operation, as CITILINK deems appropriate.

Vehicle, operational, policy or service standards violations shall be dealt with pursuant to the above procedure.

3.19 GENERAL REQUIREMENTS

Timeliness: The services of the successful Proposer are to commence upon execution of the contract. Contractor can begin to develop a service implementation plan with CITILINK. Services will begin January 1, 2026 or at another time mutually agreed upon by the parties.

Meetings: The successful Proposer shall meet with the CITILINK Project Manager weekly during project implementations and then at least once monthly or as frequently as determined by the CITILINK Project Manager. These sessions may be conducted over the telephone, in person, or virtually as determined by the CITILINK Project Manager. The Contractor shall make immediate phone calls to the CITILINK Project Manager if any significant problems are encountered during the project.

In-Person Presentations: In addition to any committee and/or community outreach meetings established in the scope of work, the Contractor may also be required to make presentations to other parties as required by CITILINK.

Progress Reports: The successful Proposer shall provide monthly written progress memos to CITILINK's Project Manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the Project Manager by the 10th day of each month. The report can be mailed or e-mailed to the Project Manager.

3.20 PROPOSAL REQUIREMENTS

Proposer technical proposals will contain, at a minimum, the information indicated below:

Proposer must provide detailed response to each item in the Scope of Work demonstrating Proposer's understanding and ability to satisfactorily perform each item.

Statement describing the Proposer's understanding of CITILINK's stated problem and project objectives.

Qualifications of the Primary Contractor and each sub-contractor.

A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.

Qualifications of the key individuals from each firm assigned to the project.

Past experience on similar projects – at least 3 examples for the prime and each sub-contractor, limited to two (2) pages each.

List of at least three (3) references of similar work, including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses. A reference sheet is provided in Section 7.

Names, addresses, and tasks of each Disadvantaged Business Enterprise (DBE) firm to be involved in the project.

Statement of Agreement with CITILINK Standard Terms & Conditions and the RFP.

Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration (“FTA”) and the Indiana Department of Transportation (“MDOT”).

A description of the Contractor’s Quality Assurance Program.

A detailed description of the Contractor’s Transition Plan, if applicable.

A detailed description of how the Contractor will meet CITILINK’s vehicle maintenance standards.

Price proposals and their cost bases based on instructions contained in this RFP, submitted as a separate electronic document.

An organizational chart of the Contractor and all Sub-Contractors.

The name and telephone number of person(s) in the Contractor’s organization authorized to negotiate/expedite the proposed contract with CITILINK.

Executed forms, as attached.

Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

3.21 **COST AND PRICE**

Proposers are to include with their proposal a detailed cost basis for the proposal and the prices proposed for each of the five years of the proposed contract, and the subsequent five optional years. Details must include all cost components used to arrive at prices. References to prices herein include all pricing elements, fixed, variable, standard, extras, special charges, etc.

Price Proposals are to include the following:

- Fleet acquisition price and cost basis (i.e. outright purchase, paid as depreciation over time, etc.)
- Price per passenger trip for Access, Access Plus, and Microtransit

Any considerations or requirements for price adjustment.

Forms are attached for providing cost and price information.

3.22 **CITILINK’S RESPONSIBILITY**

CITILINK will provide:

- VIA platform tablets and fare validators;
- Fareboxes for Microtransit services;
- Service and Schedule Information;
- Computer Programs Required by CITILINK;
- Training support as requested;

- Reviewing Contractor(s) invoices for prompt payment.

3.23 CONTRACTOR CONFLICTS OF INTEREST

- A. There must be no conflict of interest on the part of the Contractor. The Contractor must ensure that there is no real or perceived conflict of interest of clients at any time during the life of the contract. If the Contractor has any clients which would be perceived as improper in its alliance to CITILINK at the time of award of Contract or obtains any such client through the life of the Contract, the Contractor shall promptly notify CITILINK of such client(s).
- B. The Contractor will be afforded the opportunity to explain any efforts that it intends to take to mitigate any conflict of interest. However, CITILINK shall have the final determination as to any activity which constitutes a conflict of interest pursuant to these provisions, and CITILINK's decision shall be final.
- C. Failure of the Contractor to appropriately disclose, eliminate or mitigate any conflict(s) of interest shall constitute a material breach of the Contract and be subject to termination as provided herein.

SECTION 4 –INSTRUCTIONS TO PROPOSER

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE INFORMATION AND MATERIALS DESCRIBED IN THIS SECTION AND ALL OF ITS SUBSECTIONS.

4.1 PROPOSAL DEADLINE

Proposals **MUST** be received by the due date and time specified in the Solicitation Schedule contained in Section 1.3 of this RFP and must be submitted in strict accordance with Section 1.4 of this RFP entitled Proposal Submission.

4.2 PROPOSAL FORMAT and SUBMITTAL

A. This is a Sealed Proposal solicitation. Proposals must be submitted electronically in Portable Document Format (PDF) in response to this RFP to jkm@fwcitilink.com.

Proposals submitted to other locations, on paper, or in any other format will not be accepted. Proposal submissions are to consist of two (2) parts:

1. Technical Proposal; and
2. Price Proposal including all completed Required Forms and Certifications found in Section 7 of this RFP.

B. Proposals must meet the following general requirements:

1. Proposals must be submitted in written English. All communication regarding this RFP will be conducted in English.
2. Proposer shall make no additional stipulations or alternation on the Proposal Form nor qualify the Proposal unless authorized by CITILINK in writing.
3. CITILINK is not responsible for the premature opening of any Proposal that is not properly addressed, delivered and identified.

4.3 TECHNICAL PROPOSAL

No prices or costs shall be included in the Technical Proposal. The Technical Proposal shall include the following:

A. **Letter of Transmittal**

The Letter of Transmittal shall be addressed to the General Manager and must include the RFP # and title of the procurement, and must, at a minimum contain the following:

1. Identification of the offering Proposer(s), including name, address, email address, and telephone number.
2. Acknowledgment of RFP addenda, if any.
3. Name, title, address, telephone number, number and email address of the Proposer's contact person during the period of proposal evaluation.
4. A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
5. Signature of person authorized to bind the proposer to the terms of the RFP.

B. Qualifications

1. Please furnish a statement of the Proposer's experience and qualifications to perform the requested work. Provide a brief history of the Proposer's company, including the types of services offered; the year founded; form of organization (corporation, partnership, sole proprietorship); size and location of offices (if numbering greater than one); and number of employees. Identify which branch office, if any, that will perform or assist in performing the services for CITILINK.
2. Please summarize the qualifications of staff who would be assigned to this project. The proposal shall also describe the employee screening and security procedures that the proposer utilizes for persons having access to funds.
3. Please provide the name, title and resume of the individual proposed as the primary point of contact with CITILINK. Also provide information regarding the experience of any other key personnel to be assigned to work on the project, including their experience relevant to the scope of work outlined in this RFP, together with their profiles or resumes.
4. Please provide a general description of the Proposer's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the Scope of Services. **Please note that all material received by CITILINK is subject to public review. CITILINK therefore does not require that financial forms and accounts be submitted with Proposals but does maintain its right to view such documents without taking or receiving copies.**
5. Please describe any special knowledge or skills provided by the Proposer that may be related to or helpful to a comprehensive paratransit and microtransit program.
6. Please describe in detail the Proposer's experience in projects of similar size and scope within the United States of America.
7. Identify any subcontractors, especially DBE-certified subcontractors.

C. Proposed Project Approach

1. Please furnish a description of your proposed approach to performing the work, addressing each element and sub-element set forth in the Section 2 Statement of Work. Please include a written work plan outlining, in detail, how Proposer will perform the required services.
2. In addition to the above, please separately identify and/or recommend any additional services or products provided by Proposer that may be related to or helpful to the program and identify any costs for such services or products. If there is a better way for CITILINK to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected contractor, please explain what modifications would be necessary to achieve such better pricing and/or service.

D. Exceptions and Deviations to Product or Service

Include any Exceptions and/or Deviations to the RFP or addenda. Please note that any exceptions or deviations not approved by CITILINK through addenda may result in the rejection of the proposal.

E. Addenda Issued for this RFP

Include a signed print out of all addenda (if any) issued for this RFP to demonstrate the Proposer's understanding and acceptance of the addenda.

4.4 PRICE PROPOSAL

The Price Proposal requirements are as follows:

1. **Price Proposals must be submitted in a separate file.** Proposer must identify the file as 'Price Proposal' and must submit all completed Required Forms and Certifications **and** the Price Proposal Form, which are included in Section 7 of this RFP. Forms and/or certifications that are missing, incomplete, and/or amended by the Proposer may result in the rejection of the proposal. Additional pages may be attached if necessary.
2. All prices must be firm and expressed in U.S. dollars. Any recommended optional items or services and their prices, if applicable, should be indicated on separate pages. Please provide a detailed schedule of fees, wherever necessary, for the services requested.
3. CITILINK will not be liable for any error in calculations by the vendor or subjected to revised prices during the contract term except if mutually agreeable.
4. CITILINK is exempt from payment of Federal Excise Tax and State Sales Tax in connection with this Contract. Taxes **shall not** be included in the prices proposed.
5. Proposer should include any cash discounts for prompt payment offered.

6. Proposed prices must include all costs associated with the performance of the work, including equipment, supervision, labor, transportation, delivery, and related costs. Charges not listed in the proposal response will not be allowed.
7. All-inclusive Price. The per-trip rates and/or additional prices shall include any items of labor, materials, tools, equipment, overhead, profit, insurance, and all other costs necessary to complete the work to these specifications. Any items omitted from CITILINK’s Scope of Services, which are clearly necessary for the completion of the project, shall be considered a portion of such work, although not directly specified or called for in these specifications.

4.5 **AUTHORIZED SIGNATURES**

Proposals must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work and services. Upon request of CITILINK, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, their name, signature, and address must be shown. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and address of the corporation and the title of the person signing on behalf of the corporation. Upon request of CITILINK, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

4.6 **ACCEPTANCE PERIOD**

Proposals and subsequent offers shall be valid for a period of ninety (90) days.

4.7 **PUBLIC DISCLOSURE OF PROPOSALS AND MATERIAL CITILINK RECEIVES**

- A. Access to government records, including those held by CITILINK, is governed by the State of Indiana.
- B. Proposals, documents and material pertaining to this RFP become the property of CITILINK and shall be open to public inspection.
- C. Proposer is advised that **any proposals, documents and material** they submit to CITILINK in response to this RFP or in pursuit of a government-funded contract is open to public inspection. This includes, but is not limited to, proposals, documents and material that the proposer may deem to be confidential or proprietary in nature.
- D. Under the State of Indiana Open Door Law and Access to Public Records Law, CITILINK is obligated to provide access to, or copies of, material it has in its possession if and when another party makes a freedom-of-information request. CITILINK is not allowed to withhold or redact material that the Proposer may find sensitive even if the Proposer identifies the material as confidential, propriety, trade secret, etc.

- E. Proposer should assume that any and all material they submit to CITILINK will be shared with the public.
- F. CITILINK will not notify Proposer or contractors if and when a APRA request is made for information provided to CITILINK.
- G. In the event that CITILINK needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., CITILINK will view the material in person. In such cases, the proposer may be required to bring the material to CITILINK’s offices for viewing. At other times, CITILINK staff may view the material in the proposer’s place of business or at another site.
- H. It is the Proposer’s responsibility to provide proposal that is as close to completion as possible so that CITILINK may properly evaluate the proposal for selection of award. Proposer are invited to indicate in their proposals or other documents that material pertinent to the Proposer’s ability or capacity is available for viewing. However, proposals that, in CITILINK’s sole opinion, are too heavily dependent on viewing material and provide little written material on which CITILINK may evaluate the Proposer, may receive lower evaluation scores and the Proposer will not be considered further.
- I. CITILINK is under no obligation to meet with or view material from Proposer whose proposals do not fall within a competitive range after evaluation.

4.8 **PROPOSAL ACCEPTANCE OR REJECTION**

CITILINK reserves the right to:

- A. Reject any or all Proposals, in full or in part for sound, documentable, business reasons, or to accept any Proposal, in full or in part, or to waive any informality in any Proposal deemed to be the best interests of CITILINK.
- B. Reject Proposals which have major deviations from CITILINK's specifications; and accept a proposal that has only minor deviations.
- C. Postpone the Proposal Due Date or cancel the solicitation.
- D. Consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive.
- E. Waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposer.
- F. If there is evidence indicating that Proposer are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposer will be rejected and such evidence may be a cause for disqualification of the participants in future solicitations undertaken by CITILINK.
- G. CITILINK may reject a proposal that includes unacceptable deviations.

4.9 **EXAMINATION OF SOLICITATION DOCUMENTS**

Each Proposer shall examine the solicitation documents carefully and shall make timely written request to CITILINK’s Contracting Officer for interpretation or correction of any ambiguity, inconsistency or errors which are discovered. Please refer to the Solicitation Schedule for the due date for Requests for Clarification and Questions. Only written interpretations or corrections by addendum issued by CITILINK will be binding. No explanations or interpretations by any other means will be considered binding.

4.10 **PROPOSER COMMUNICATIONS AND REQUESTS**

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer in writing. Telephone communications will not be entertained. Proposer and their representatives shall not make any contact with or communicate with any members of CITILINK, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposer may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of CITILINK other than the Contracting Officer.
- B. At any time during this procurement up to the time specified, Proposer may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to CITILINK. CITILINK will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by CITILINK in the form of written addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee or agent of CITILINK shall be binding on CITILINK.
- C. Proposer’ Request for Clarifications and Questions must be received by date indicated in the Solicitation Schedule.
- D. If it should appear to a prospective Proposer that the Scope of Services, is not sufficiently described or explained in the RFP or contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to CITILINK within the time period specified.
- E. Proposers who wish to request contractual change (i.e. changes to the Terms and Conditions described in this RFP) must submit a written request to the Contracting Officer. All such written requests are due at the same time Requests for Clarification and Questions are due.
- F. Proposals containing contractual changes that have not been submitted in writing and allowed by issuance of addenda may be rejected.

- G. All deviations not found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures but may result in the Proposer receiving a less favorable evaluation than without the deviation.

4.11 ADDENDA TO THE RFP

- A. CITILINK reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda.
- B. CITILINK will post addenda online where the RFP was originally posted. Hard copies of addenda will also be available for pick-up at CITILINK's offices.
- C. **It is the Proposer's responsibility to check online for responses to Requests for Clarification and Questions and for the existence of any other addenda. CITILINK will not forward addenda or notices of addenda directly to prospective Proposer.**
- D. Prospective Proposer shall be responsible to collect addenda at the location provided or receive the same otherwise. Failure of any prospective Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified.
- E. All addenda issued shall become part of the RFP. Proposer shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may, at CITILINK's sole option, disqualify the Proposal.
- F. If CITILINK determines that the addenda may require significant changes in the preparation of proposals, the Proposal due date may be postponed by the number of days that CITILINK determines will allow Proposer sufficient time to revise their proposals. Any new due date shall be included in the addenda.
- G. Any Proposer wishing to offer a proposal with conditions, exceptions or deviations to the Scope of Service, Provisions, or Terms and Conditions contained in this RFP must submit their request for such in writing.
 - 1. Requests must be explicitly, fully and separately stated in a request and must set forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by CITILINK.
 - 2. The timeline for submitted requests for exceptions or deviations is the same as the due date and time for Requests for Clarifications and Questions as set forth in the Solicitation Schedule.

4.12 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

- A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected unless approved by CITILINK through written addenda.

- B. Conditional proposals, or those which take exception to the specifications, may be considered non-responsive and may be rejected unless specific approval from CITILINK is requested in writing by the Proposer and CITILINK issues approval through addenda that is posted for all potential Proposer to see.

4.13 **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- A. A modification of any part of a proposal already received will be accepted by CITILINK only if the modification is received prior to the Proposal Due Date.
- B. A Proposer may withdraw the entire Proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if CITILINK fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.
- C. This provision for modification and withdrawal of Proposals may not be utilized by a Proposer as a means to submit a late proposal and, as such, will not alter CITILINK's right to reject a late proposal.

4.14 **PROPOSAL AS A CONTRACT**

The Proposal does not become a contract unless and until CITILINK executes the contract in the form of a signed agreement between the two parties. No other act by either party shall constitute a contract award.

4.15 **WAIVER**

Proposer represent and warrant that they have sufficiently informed themselves in all matters affecting the performance of the work called for in the scope of this project; that they have checked the proposal for errors and omissions; that the prices stated in the proposal are correct and as intended by them and is a complete and correct statement of the prices for performing the work required.

4.16 **PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

- A. Opening of Proposals

Proposals will not be publicly opened.
- B. General Information
 - 1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to CITILINK's right to reject any or all proposals for sound, documentable, business reasons, the proposer will be selected based on whose proposal is found to be most advantageous to CITILINK upon consideration of the criteria. During the review of proposals, CITILINK reserves the right to request clarification of minor issues from any proposer to assure a complete

understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

2. CITILINK will consider all the material submitted by the Proposer and other available information that CITILINK may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluators may adequately understand all aspects of the proposal.
3. Proposer shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by CITILINK. Refusal to provide requested information may cause the proposal to be rejected.
4. The evaluators will make such investigations as are considered necessary for complete evaluation. The evaluators will determine the proposal that offers the best value to CITILINK, price and other factors considered. This means that CITILINK does not have to necessarily make an award to either the lowest priced proposal or to the highest qualified offeror.
5. If interviews are conducted, CITILINK has the right (but not the obligation) to adjust an Offeror's evaluation upward or downward based on the results of the interview.

CITILINK reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. CITILINK also reserves the right to make an award with or without discussions with the Proposer, or with or without requesting Best and Final Offers. CITILINK also reserves the right not to make an award.

4.17 **RESPONSE TO PROPOSALS**

A. Notice of Award / Notice to Proceed

The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

The successful proposer will be given a Notice of Intent to Award/Notice of Award, and the award will become effective upon Contract signing.

B. Notice to Unsuccessful Proposer

1. After Notice of Intent to Award or the date of award, as the case may be, CITILINK will inform unsuccessful Proposer of the following information:
 - a. The number of proposals CITILINK received; and
 - b. The name of the successful proposer, if any.
2. CITILINK will endeavor to give such notice with reasonable promptness. However, CITILINK's failure to do so shall not be deemed to affect the validity of the contract.

C. Single Proposal Response

If only one proposal is received and it is found by CITILINK to be acceptable, a detailed price/cost proposal may be requested of the single proposer. A price or cost analysis, or both, possibly including an audit may be performed by or for CITILINK of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate CITILINK to accept such a single proposal, and CITILINK may reject such proposal at its sole discretion.

D. Cancellation of Procurement

CITILINK reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract Documents are fully approved and executed on behalf of CITILINK.

4.18. **AVAILABILITY OF FUNDS**

CITILINK's obligation is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of CITILINK for any payment shall arise until funds are made available to CITILINK for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

SECTION 5 - SPECIAL PROVISIONS

5.1 CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections of the RFP take precedence.

5.2 RESERVED RIGHTS OF CITILINK IN THE SOLICITATION PROCESS

In addition to all other rights of CITILINK under state and federal law, CITILINK reserves the right to:

- A. Rank Proposers and negotiate with the highest ranking Proposer. Negotiation with an individual Proposer does not require negotiation with others.
- B. Interview any Proposer in a competitive range as determined by CITILINK. An interview with an individual Proposer does not require interviews with others.
- C. Select the Proposal that it believes will serve the best interests of CITILINK.
- D. Reject any and all Proposals for sound, documentable, business reasons.
- E. Reject Proposals which have major deviations from CITILINK's specifications; and accept a Proposal that has only minor deviations.
- F. Remedy or waive technical or immaterial errors in the RFP.
- G. Request any necessary clarifications or proposal data without changing the terms.
- H. Make selection of the Proposer to perform the services required based on the original proposals without negotiations.
- I. Postpone the Proposal Due Date or cancel the solicitation.
- J. Make all final determination as to whether the services and scope of service have been satisfactorily completed.

5.3 PROTEST PROCEDURES

A. General Procedures

- 1. Any Proposer or Contractor whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with CITILINK pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with CITILINK’s Chief Executive Officer (CEO), 801 Leesburg Rd., Fort Wayne, IN 46808. Failure to comply with any of the requirements may result in rejection of the protest.

B. Protest Before Proposal Opening

Protests shall be submitted in writing prior to the opening of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:

1. The name, address, and telephone number of the protester.
2. The grounds for the protest, any and all documentation to support the protest and the relief sought.
3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

C. Protest After Award

1. Any individual or entity may file a protest with CITILINK alleging a violation of applicable federal law, state law and/or CITILINK policy or procedure relative to seeking, evaluating and/or intent to award a procurement Contract. In addition, any individual or entity may file a protest with CITILINK alleging that CITILINK has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the procurement Contract.
2. A protest, dispute, or claim with respect to the award of a Contract through solicitation of bids shall be submitted in writing within five (5) days of notification of such award to CITILINK’s CEO for a decision. All claims shall clearly identify:
 - a. The name, address, and telephone number of the protester.
 - b. The grounds for the protest, any and all documentation to support the protest and the relief sought.
 - c. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

A written decision by CITILINK’s CEO stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the Contract. Such decision shall be final unless CITILINK’s Board of Directors accepts an appeal of the CEO’s decision.

D. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of the Authority to have no written protest procedures, the failure to follow such procedures, and any protests based on CITILINK

violating a federal law or regulation. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authority. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protests submitted by an interceding party as defined in FTA 4220.1G. FTA’s decision on any appeal will be final. FTA will be notified of any protest that CITILINK receives from any contract using federal funds.

5.5 **MINIMUM LIMITS OF PROPOSER’S LIABILITY INSURANCE**

1. The Proposer shall purchase and maintain, throughout the term of the contract, insurance from an insurance company authorized to do business in the State of Indiana that will protect contractors, subcontractors, and the owner from all liability claims under the contract. The insurance must identify CITILINK as additionally insured for Comprehensive General Liability and Automobile Insurance for Vehicles on a primary and noncontributory basis. The amount of insurance shall not be less than the following and Proposers’ full limits of liability above the minimum must be made available to CITILINK:
 - A. Workers’ Compensation, disability benefit and other similar employee benefit acts in the amount required under State of Indiana law. A nonresident Proposer shall have insurance for benefits payable under Indiana’s Workers’ Compensation law for any employee resident of and hired in Indiana. The Proposer shall maintain coverage for employees of other states as mandated.
 - B. Comprehensive General Liability: \$5,000,000

Bodily injury and property damage combined single limit including personal injury and completed operations.
 - C. Automobile Insurance for Vehicles: \$5,000,000

Liability, including standard no-fault
2. The Proposer may not start work until evidence of all required insurance has been submitted and approved by CITILINK. The Proposer must cease work if any of the required insurance is canceled or expires. One copy of the certificate of insurance shall be submitted to and approved by CITILINK prior to the execution of contract.
3. All policies providing Proposer’s insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to CITILINK.
4. The limits of liability may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required.
5. All policies of insurance presented, as proof of compliance shall be on forms and with insurance companies approved by CITILINK. **All such insurance policies shall be provided by insurance companies having Best’s ratings of A- or greater and X or greater (A-/X) as shown in the most current issue of Best’s Key Rating Guide.** Policies of insurance insured by insurance

companies not rated by Best’s or having Best’s ratings lower than A-/X will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of the contract.

6. Proposer and its insurer agree to waive their rights of subrogation against CITILINK for all coverage listed in item# 1, including any excess or umbrella insurance as allowed in item #4.

5.6 **BONDING REQUIREMENTS**

The following minimum requirements shall apply:

1. Each Proposer shall furnish to CITILINK a bid guarantee equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. The successful Proposer shall furnish, at the time specified in the contract, but no later than thirty (30) days from the date of the contract award, a performance bond for fifty percent (50%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the successful Proposer’s obligations under such contract.
3. The successful Proposer shall furnish, at the time specified in the contract, but no later than thirty (30) days from the date of the contract award, a payment bond for fifty percent (50%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

For a complete description of bonding requirements, see Section 6.26.

5.7 **ADHERENCE TO LAWS**

The Contractor shall adhere to all applicable federal, state, and local laws codes and ordinances, including, but not limited to, those promulgated by the State of Indiana and the Federal Transit Administration.

SECTION 6 - TERMS AND CONDITIONS

6.1 FTA FUNDING REQUIREMENTS AND INCORPORATION OF FTA TERMS

- A. This purchase is anticipated to be financed in part by the Federal Transit Administration. Accordingly, federal requirements apply to this purchase, and if those federal requirements change then the changed requirements shall apply to the purchase as required.
- B. The succeeding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth herein. All contractual provisions required by U.S. DOT, as set forth in the then-current version of FTA Circular 4220.1G or its successor, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any act the CITILINK requests, which would cause the CITILINK to be in violation of the FTA terms and conditions.

6.2 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 4220.1F 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.

6.3 CHANGES IN FEDERAL LAWS AND REGULATIONS

The 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 CITILINK and FTA that funds any part of this Contract, 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 in compliance with 49 CFR Part 18.

6.3 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. CITILINK 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 CITILINK, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. 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.

6.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 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.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

6.5 ACCESS TO RECORDS AND REPORTS

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. 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).
- G. FTA does not require the inclusion of these requirements in subcontracts.

6.6 **PROHIBITED INTEREST**

No member, officer, or employee of CITILINK or of a local public body during their tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

6.7 **CONFLICT OF INTEREST**

- A. The Contractor, by entering into the Contract with CITILINK, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the Contract and that it shall not employ any person or agent having such interests. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CITILINK and take action immediately to eliminate the conflict or to withdraw from this Contract, as CITILINK may require.
- B. The Contractor also certifies that to the best of its knowledge, no CITILINK Board Member or employee, or employee or officer of any agency interested in the Contract has a pecuniary interest in the business of the Contractor or with the Contract and that no person associated with the

Contractor has any interest that would conflict in any manner or degree with the performance of the Contract.

- C. The Contractor, by entering into a Contract with CITILINK further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member, or employee of CITILINK or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

6.8 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Contract.
- B. The Contractor hereby agrees that any and all subcontracts to this Contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in paragraph 19.1.
- C. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- E. The Contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments.

- F. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Indiana Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.
- G. The contractor will furnish and file compliance reports within such time as upon such forms as provided by the Indiana Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the Contractor themselves, and said Contractor will permit access to their books, records, and accounts by the Indiana Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Indiana Civil Rights Commission.
- H. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Indiana, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
- I. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Indiana Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

6.9 CIVIL RIGHTS REQUIREMENTS

A. 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.

B. The following equal opportunity requirements apply to the underlying Contract:

- 1. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 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 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 or 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.

2. 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.
3. Disabilities. In accordance with Section 102 of the American 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.

6.10 **DISADVANTAGED BUSINESS ENTERPRISES PROGRAM**

- A. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as CITILINK deems appropriate.
- B. If a specific DBE goal is assigned to this contract, it will be stated in the Special Provisions section of this document. If the Contractor fails to exert sufficient, reasonable, and good faith efforts to involve DBE’s in the work provided, CITILINK may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Provisions, it will be understood that NO specific goal is assigned to this contract.
- C. A Disadvantaged Business Enterprise, or DBE, means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

- D. “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women; and any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- E. Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by CITILINK to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. CITILINK may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of CITILINK. Contractors must include in their subcontracts language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- F. The Contractor must promptly notify CITILINK, 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 CITILINK.

6.11 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. The Contractor shall submit with bid, documentation showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. For this purpose, the Contractor must complete and execute the form entitled “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.” Contractor also agrees to include this provision in any subcontract exceeding \$25,000 and forward the certification to CITILINK with bid.
- B. By signing and submitting this proposal, the prospective participant is providing the signed certification set out in Debarment and Suspension Certification.
- C. 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, CITILINK may pursue available remedies, including suspension and/or debarment.
- D. The prospective participant shall provide immediate written notice to CITILINK if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- E. The term “proposal” means “Bid.” The terms “covered transaction,” “debarred”, “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “primary covered transaction,” “principal,” “Bid,” 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 CITILINK for assistance in obtaining a copy of these regulations.
- F. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CITILINK.
- G. The prospective participant further agrees by submitting this proposal that it will include the clause titled Debarment and Suspension Certification Requirements and the certificate form, without modification, in all covered transactions and in all solicitations for covered transactions.
- H. The prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
- I. 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.
- J. Except for transactions authorized by the government, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CITILINK may pursue available remedies including suspension and/or debarment.

6.12 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS AND RESTRICTIONS ON LOBBYING

- A. In accordance with 31 U.S.C. (1352, and U.S. DOT regulations, “New Restrictions on Lobbying”, 49 C.F.R., Part 20), the Contractor must have provided a certification to CITILINK that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- B. Each tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of CITILINK, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure

Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CITILINK.

- C. Each proposer is required to review the above referenced regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations. Pursuant to federal regulations, the proposer is required to have all subcontractors (at any tier) providing more than \$25,000 towards the Contract also complete with this Certification, to be included with the proposal.

6.13 CLEAN AIR REQUIREMENTS

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

- A. 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.
- B. 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.

6.14 CLEAN WATER REQUIREMENTS

- A. 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 CITILINK and understands and agrees that CITILINK will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. 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.

6.15 ENERGY CONSERVATION

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

6.16 RECYCLED PRODUCTS

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

6.17 PRIVACY ACT

Should CITILINK or Contractor, or any of its third-party contractors, sub-recipients, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 U.S.C. § 522(a), imposes information restrictions on the party managing the system of records.

For purposes of the Act, when the Contract involves the operation of a system of records on individuals to accomplish a government function, the recipient and any third-party contractors, sub-recipient and their employees involved therein are subject to the Act. The requirements of the Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved. Failure to comply with the terms of this Act will make this Contract subject to termination.

6.18 SAFE OPERATION OF MOTOR VEHICLES

- A. General. The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third- party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.
- B. Safe Operation of Motor Vehicles Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CITILINK.
- C. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

6.19 INTELLIGENT TRANSPORTATION SYSTEM PROJECTS

All ITS projects funded with Mass Transit Funds from the Highway Trust Funds shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by the United States Department of Transportation (US DOT). (Also see 5206(e) of the Transportation Equity Act for

the 21st Century, Public Law 105-178, 112 Stat. 547, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards.)

6.20 NOTIFICATION TO FTA AND U.S. DOT INSPECTOR OF INFORMATION RELATED TO FRAUD

Agency must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which Agency is located, if Agency 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

This responsibility occurs whether the Project is subject to this Agreement or another agreement between Agency and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of Agency.

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 Agency. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of Agency, including divisions tasked with law enforcement or investigatory functions.

6.21 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

6.22 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 U.S.C. § 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights 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. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

6.23 SUBSTANCE ABUSE REQUIREMENTS

Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Indiana, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. Contractor agrees further to certify annually its compliance with parts 655 before and to submit the Management Information System (MIS) reports before to the Human Resource Director at Fort Wayne Public Transit Corporation. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

6.24 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SERVEILLANCE SERVICES OR EQUIPMENT

Contractor is prohibited from obligating or expending Federal funds to:

- a) Procure or obtain;
- b) Expend or renew a contract to procure or obtain; or
- c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d) As described in Public Law 115-232, Section 889, "covered telecommunications equipment or services" is: Telecommunications equipment produced by Huawei Technologies Company or ZTA Corporation (or any subsidiary or affiliate of such entities).
- e) For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hanzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- f) Telecommunications or video surveillance services provided by such entities or using such equipment.

- g) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or other Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- h) Contractor shall not provide covered telecommunications equipment or services in the performance of this contract.

6.25 **PROMPT PAYMENT**

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, 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 the Agency. The following clauses will be incorporated into any contract arising from this competitive procurement: The prime contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than thirty (30) days from receipt of each payment received by the prime contractor from Citilink. Any delay or postponement of payment between prime and subcontractors may take place only for good cause, and with Citilink's prior written approval. Citilink will establish, as part of the contract between the Prime Contractor and Citilink, a schedule of values detailing the project activities and timelines for work performed by the GC and all subcontractors. Retainage release payments will be established based upon this schedule of values. The prime contractor must return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment between prime and subcontractors may take place only for good cause, and with Citilink's prior written approval. Citilink will monitor all payment schedules for inclusion of work performed by subcontractors. Citilink will contact, at random, subcontractors to ensure that payments for satisfactory completed work have been received. If an occurrence is found in which a subcontractor was not paid by the Prime, the prime contractor will not be reimbursed for work performed by subcontractors, unless and until the prime contractor pays the subcontractors and ensures that the subcontractors continue to be promptly paid for work performed. If a prime contractor determines subcontractor work to be unsatisfactory, it must notify Citilink immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

6.26 **BONDING REQUIREMENTS**

1. **Bid Guarantee**

Each Proposer shall furnish to CITILINK a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

a. **Rights Reserved**

In submitting the bid, it is understood and agreed by bidder that the right is reserved by CITILINK to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of CITILINK.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of its bid within [ninety (90)] days after the bid opening and without the written consent of CITILINK, shall refuse or be unable to enter into this contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent CITILINK's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement or provide adequate security thereof.

It is further understood and agreed that to the extent that the defaulting bidder's bid guarantee shall prove inadequate to fully compensate CITILINK for the damages occasioned by default, then the undersigned bidder agrees to indemnify CITILINK and pay over to CITILINK the difference between the bid guarantee and CITILINK's total damages so as to make CITILINK whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested, will render the bid unresponsive.

2. **Performance Bonds**

A performance bond in the amount of fifty percent (50%) of the contract value is required by CITILINK to ensure faithful performance of the contract. Either a performance bond or an irrevocable stand-by-letter of credit shall be provided by Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite performance bond to CITILINK within ten (10) business days from contract execution. CITILINK requires all performance bonds to be provided by a fully qualified surety company acceptable to CITILINK and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. CITILINK may require additional performance bond protection if the contract price is increased. The increase in protection shall generally equal fifty percent (50%) of the increase in contract price. CITILINK may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its performance guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by CITILINK if:

- a. A bank in good standing issues it. CITILINK will not accept a Letter of Credit from an entity other than a bank.
- b. It is in writing and signed by the issuing bank.

- c. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
- d. CITILINK is identified as the Beneficiary.
- e. It is in an amount equal to **50%** of the contract value. This amount must be in U.S. dollars.
- f. The effective date of the Letter of Credit is the same as the effective date of the contract.
- g. The expiration date of the Letter of Credit coincides with the term of this Agreement.
- h. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the contract. It must specifically reference the Contract between CITILINK and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the contract.

3. **Payment Bonds**

A Labor and Materials Payment Bond equal to fifty percent (50%) value of the contract must be furnished by the Contractor to CITILINK as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The payment bond may be issued by a fully qualified surety company acceptable to CITILINK and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

**SECTION 7 - REQUIRED FORMS AND CERTIFICATIONS
AND PRICE PROPOSAL FORM**

PLEASE SEE THE FOLLOWING PAGES.

AGREEMENT OF GOODS and SERVICES

TO: Fort Wayne Public Transportation Corporation
801 Leesburg Rd.
Fort Wayne, IN 46808

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signature: _____

Typed or Printed Name: _____

Company Name: _____

Title: _____ Date: _____

PROPOSAL ADDENDA ACKNOWLEDGEMENT FORM

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. 1 Vehicle Inventory, included with RFP.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render Proposal unresponsive.

Signature: _____

Printed Name and Title _____

Company _____

Date _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

All primary participants in contracts over \$25,000 shall be required to execute the certification listed below.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

The undersigned for the _____ hereby certifies that
(entity/company)
the _____ has authority under State and local law to comply with the
(entity/company)
subject assurances and that the certification above has been legally made.

Authorized Representative PRINTED

SIGNED

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress or State legislature, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CITILINK.

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned [Contractor] 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 or State Legislature, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature: _____

Typed Name: _____

Company: _____

Title: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. For this RFP, in Boxes 1, 2 and 3 – circle A; in Box 4 – put the Bidding firm’s name and address; Boxes 5, 7, 8 and 9 – leave blank; Box 6 has already been completed; Box 10 – put NA if Bidding firm does NOT participate in lobbying; Box 11 - read and complete neighboring box.

| | |
|--|--|
| <p>1. Type of Federal Action: (circle one)</p> <ul style="list-style-type: none"> a. <u>contract</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | <p>2. Status of Federal Action: (circle one)</p> <ul style="list-style-type: none"> a. <u>bid/offer/application</u> b. initial award c. post-award |
| <p>3. Report Type: (circle one)</p> <ul style="list-style-type: none"> a. <u>initial filing</u> b. material change <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p> | <p>4. Name and Address of Reporting Entity:</p> <p>Prime:</p> <p>Sub-awardee:</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p> |
| <p>5. If Reporting Entity in No. 4 is a Sub-awardee, enter name and address of Prime:</p> <p>Congressional District, <i>if known:</i></p> | <p>6. Federal Department/Agency:</p> <p style="text-align: center;"><i>Federal Transit Administration</i></p> <p>Providing funding to:</p> <p style="text-align: center;"><i>Fort Wayne Public Transportation Corporation 2700 S. Industrial Hwy. Fort Wayne, MI 48104</i></p> |
| <p>7. Federal Program Name/Description:</p> | <p>8. Federal Action Number, <i>if known:</i></p> |

| | |
|--|---|
| CFDA Number, <i>if applicable</i> : _____ | |
| 9. Award Amount, <i>if known</i> : \$ _____ | 10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>): b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>): |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ |
| Federal Use Only: | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

COVENANTS AGAINST GRATUITIES

Neither proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of CITILINK with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to proposer selection or the performance of the Contract.

The undersigned proposer certifies that the foregoing is true.

Date

Company

Authorized Representative PRINTED NAME

Authorized Representative SIGNATURE

INDIANA E-VERIFY AFFIDAVIT

Contractor shall, in accordance with I.C. § 22-5-1.7, enroll and verify work eligibility status of all newly hired employees of Contractor through the E-Verify program or any other work authorization program approved by the United States Department of Homeland Security or the Department of Homeland Security. Contractor further understands that it is not required to verify work eligibility status of newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. Contractor certifies that it does not knowingly employ any unauthorized aliens.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

PREVENTION OF HUMAN TRAFFICKING

22 U.S.C. §7104(g); 2C.F.R. part 175

Contractor agrees that it and its employees that participate in recipient’s grant or funding award, may not:
Engage in severe forms of trafficking in persons during the period of time that Agency’s Award is in effect;
Procure a commercial sex act during the period of time that Agency’s Award is in effect; or
Use forced labor in the performance of Agency’s Award or subagreements thereunder.

STATEMENT OF COMPLIANCE

The undersigned hereby agrees and states that it has and will continue to comply with and meet the requirements of all provisions set forth in the **Prevention of Human Trafficking** provision and all regulations referenced therein.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

REFERENCES

- 1. **Reference Name:** _____
Title: _____
Company Name: _____
Address: _____
Telephone Number: _____
Email: _____

- 2. **Reference Name:** _____
Title: _____
Company Name: _____
Address: _____
Telephone Number: _____
Email: _____

- 3. **Reference Name:** _____
Title: _____
Company Name: _____
Address: _____
Telephone Number: _____
Email: _____

Our firm submits the above-identified references to the Fort Wayne Public Transportation Corporation in connection with this procurement. We understand that CITILINK will automatically be considered a reference for any firm with which it has had experience.

Printed Name and Title _____
Company Name _____
Signature _____
Date _____

PRICE PROPOSAL FORM
(Attach additional pages if necessary)

The Proposer, having familiarized themselves with local conditions affecting the cost of the proposed operations and the contract documents:

Company Name

Name of Authorized Representative Title

Address

City State Zip Code

Email Address Telephone Number Fax Number

Signature of Authorized Representative Date

Year one per passenger trip rate \$ _____
Year two per passenger trip rate \$ _____
Year three per passenger trip rate \$ _____
Year four per passenger trip rate \$ _____
Year five per passenger trip rate \$ _____

Option Year Rates:
Year six per passenger trip rate \$ _____
Year seven per passenger trip rate \$ _____
Year eight per passenger trip rate \$ _____
Year nine per passenger trip rate \$ _____
Year ten per passenger trip rate \$ _____

The **per passenger trip rate** should include all costs that will be related to the operation to deliver one ride in a shared ride mode of transportation **before collection of fare revenue**. This will include, at minimum, the driver wages and fringe benefits, the cost for scheduling and dispatching, the cost of maintenance, supplies, and materials for maintaining vehicles, general maintenance of the operations facility including utilities, the cost of the system management for day-to-day operation: include company's overhead, contingency and profit. Fare revenue will be collected by Citilink in advance of the ride, or, if collected by the contractor, deducted from the per trip rate to be billed to Citilink.

Fort Wayne PTC
2025 Minibus Inventory and Depreciated Values (as of 12/31/2025)

Book = Internal
FYE Month = December

| Sys No | In Svc Date | Depr Meth | Est Life | Rem Life | Basis | (+) Salvage Value | Thru Date | (-) Current Accum Depreciation | (=) Net Book Value | Pct Dep |
|------------------------------|---|-----------|----------|----------|------------------------|-------------------|-----------|--------------------------------|------------------------|---------------|
| 000777 | Access Bus 1994 01/28/19 | SLMM | 05 00 | 00 00 | 66,869.00 | 0.00 | 12/31/25 | 66,869.00 | 0.00 | 100.00% |
| 000778 | Access Bus 1995 01/28/19 | SLMM | 05 00 | 00 00 | 66,869.00 | 0.00 | 12/31/25 | 66,869.00 | 0.00 | 100.00% |
| 000779 | Access Bus 1996 02/13/19 | SLMM | 05 00 | 00 00 | 66,869.00 | 0.00 | 12/31/25 | 66,869.00 | 0.00 | 100.00% |
| 000833 | 2023 Ford E450 minibus unit #2311 12/01/22 | SLMM | 05 00 | 01 11 | 119,936.00 | 0.00 | 12/31/25 | 73,960.53 | 45,975.47 | 61.67% |
| 000834 | 2023 Ford E450 minibus unit #2312 12/01/22 | SLMM | 05 00 | 01 11 | 119,936.00 | 0.00 | 12/31/25 | 73,960.53 | 45,975.47 | 61.67% |
| 000835 | 2023 Ford E450 minibus unit #2313 12/01/22 | SLMM | 05 00 | 01 11 | 121,936.00 | 0.00 | 12/31/25 | 73,161.60 | 48,774.40 | 60.00% |
| 000836 | 2023 Ford E450 minibus unit #2314 12/01/22 | SLMM | 05 00 | 01 11 | 121,936.00 | 0.00 | 12/31/25 | 75,193.87 | 46,742.13 | 61.67% |
| 000853 | 2023 Ford E450 minibus unit #2315 12/31/22 | SLMM | 05 00 | 02 00 | 111,536.00 | 0.00 | 12/31/25 | 66,921.60 | 44,614.40 | 60.00% |
| 000854 | 2023 Ford E450 minibus unit #2316 12/31/22 | SLMM | 05 00 | 02 00 | 111,536.00 | 0.00 | 12/31/25 | 66,921.60 | 44,614.40 | 60.00% |
| 000858 | 2023 Ford E-450 Elkhart Coach #2317 06/01/23 | SLMM | 05 00 | 02 05 | 111,536.00 | 0.00 | 12/31/25 | 57,626.93 | 53,909.07 | 51.67% |
| 000862 | 2023 Ford E-450 Elkhart Coach #2321 06/01/23 | SLMM | 05 00 | 02 05 | 121,936.00 | 0.00 | 12/31/25 | 63,000.27 | 58,935.73 | 51.67% |
| 000863 | 2023 Ford E-450 Elkhart Coach #2322 06/01/23 | SLMM | 05 00 | 02 05 | 121,936.00 | 0.00 | 12/31/25 | 63,000.27 | 58,935.73 | 51.67% |
| 000864 | 2023 Ford E-450 Elkhart Coach #2323 06/01/23 | SLMM | 05 00 | 02 05 | 111,536.00 | 0.00 | 12/31/25 | 57,626.93 | 53,909.07 | 51.67% |
| 000865 | 2023 Ford E-450 Elkhart Coach#2324 06/01/23 | SLMM | 05 00 | 02 05 | 121,936.00 | 0.00 | 12/31/25 | 63,000.27 | 58,935.73 | 51.67% |
| 000868 | Bus Wrap #2315 03/23/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000869 | Bus Wrap #2316 06/01/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000870 | Bus Wrap #2324 06/01/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000871 | Bus Wrap # 2323 06/01/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000872 | Bus Wrap #2317 06/01/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000873 | Bus Wrap #2321 06/01/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000874 | Bus Wrap #2322 06/01/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000877 | Bus Wrap for #2306 06/02/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000878 | Bus Wrap for #2307 06/20/23 | SLMM | 02 00 | 00 00 | 2,650.00 | 0.00 | 12/31/25 | 2,650.00 | 0.00 | 100.00% |
| 000913 | 2024 Ford E450 VIN # 2427 06/15/24 | SLMM | 05 00 | 03 05 | 146,541.00 | 0.00 | 12/31/25 | 46,404.65 | 100,136.35 | 31.67% |
| 000914 | 2024 Ford E450 VIN # 2428 06/15/24 | SLMM | 05 00 | 03 05 | 146,541.00 | 0.00 | 12/31/25 | 46,404.65 | 100,136.35 | 31.67% |
| 000915 | 2024 Ford E450 VIN# 2429 06/15/24 | SLMM | 05 00 | 03 05 | 146,541.00 | 0.00 | 12/31/25 | 46,404.65 | 100,136.35 | 31.67% |
| 000916 | 2024 Ford E450 VIN # 2430 06/15/24 | SLMM | 05 00 | 03 05 | 146,541.00 | 0.00 | 12/31/25 | 46,404.65 | 100,136.35 | 31.67% |
| TBD | 2025 Ford E450 #2560 06/30/25 | SLMM | 05 00 | 04 06 | 155,472.00 | 0.00 | 12/31/25 | 15,547.20 | 139,924.80 | 10.00% |
| TBD | 2025 Ford E450 #2561 06/30/25 | SLMM | 05 00 | 04 06 | 155,472.00 | 0.00 | 12/31/25 | 15,547.20 | 139,924.80 | 10.00% |
| TBD | 2025 Ford E450 #2562 06/30/25 | SLMM | 05 00 | 04 06 | 155,472.00 | 0.00 | 12/31/25 | 15,547.20 | 139,924.80 | 10.00% |
| Grand Total | | | | | \$ 2,572,733.00 | \$ 0.00 | | \$ 1,191,091.60 | \$ 1,381,641.40 | 46.30% |
| Less disposals and transfers | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00% |
| Count = 0 | | | | | | | | | | |
| Net Grand Total | | | | | \$ 2,572,733.00 | \$ 0.00 | | \$ 1,191,091.60 | \$ 1,381,641.40 | 46.30% |
| Count = 85 | | | | | | | | | | |

TBD Vehicles not received yet. Value and in-service dates are estimated.