



**FORT WAYNE PUBLIC TRANSPORTATION  
CORPORATION  
(CITILINK)**

**REQUEST FOR PROPOSAL #2022-01**

for:

**COMPENSATION AND BENEFIT STUDY**

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ISSUING OFFICE:

Fort Wayne Public Transportation Corporation  
John Metzinger  
General Manager  
801 Leesburg Rd,  
Fort Wayne, IN 46808  
Email: [jkm@fwcitilink.com](mailto:jkm@fwcitilink.com)

## SECTION 1 - INTRODUCTION

### 1.1 OVERVIEW

Fort Wayne Public Transportation Corporation (CITILINK) is seeking a qualified firm to provide consultation and advice on the Compensation and Benefits program for unionized and non-union employees of CITILINK.

### 1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

Contracting Officer: John Metzinger  
General Manager  
E-mail: [jkm@fwcitolink.com](mailto:jkm@fwcitolink.com)  
Fax: (260) 436-7729

### 1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

<b>Event</b>	<b>Date and Time</b>
Request for Proposal Issued	Monday, January 10, 2022
Questions and Requests for Clarifications Due via email: <a href="mailto:jkm@fwcitolink.com">jkm@fwcitolink.com</a>	Monday, January 24, 2022
CITILINK responds to Questions and Requests for Clarifications	Friday, January 28, 2022
Proposal Due Date	<b>Friday, February 11, 2022 at 10:00 a.m.</b>
Evaluation Period/Vendor Interviews/Award	February 14 to 28, 2022
Contract Award	<b>Tuesday, March 1, 2022</b>

### 1.4 PROPOSALS

To be considered, submittals must be received by the due date and time. The receiving time in CITILINK's lobby located at 801 Leesburg Rd, Fort Wayne, IN 46808 will be the governing time for acceptability of proposals. This solicitation does not commit CITILINK to award a contract. CITILINK reserves the right to accept or reject any or all proposals received as a result of this request.

## 1.5 COMMUNICATION

**All communication, including questions, MUST BE IN WRITING and directed to the Contracting Officer identified in Section 1.2 of this RFP. Communication may be made via email or facsimile (FAX).**

Proposers and their representatives must not make contact, or communicate with, any CITILINK employee, representatives, Board members or consultants in regard to any aspect of this RFP or offers. Communication with any CITILINK employee, representative, Board member or consultant other than the Contracting Officer may result in the offender's proposal being rejected.

## 1.6 LOCATION OF DOCUMENTS AND ADDENDA

Relevant documents and any updates to this RFP including addenda will be made available to all potential proposers who have contacted CITILINK for a copy of the RFP, and also posted on the Citilink web site procurement page as linked below:

- <https://www.fwcitilink.com/procurements.php>

The RFP, addenda, and any updates may also be picked up at CITILINK headquarters, 801 Leesburg Rd, Fort Wayne, IN 46808, Monday-Friday, 8:00 AM – 5:00 PM.

## 1.7 DISCLOSURE

All information in a proposer's offer is subject to disclosure under the provisions of the Indiana Access to Public Records Act (IC 5-14-3-1 et seq.) This act also provides for the complete disclosure of contracts and attachments thereto except as exempted by law.

## **SECTION 2 - SCOPE OF WORK COMPENSATION AND BENEFIT STUDY**

### **2.1 GENERAL INFORMATION**

CITILINK currently has 125 employees working in union and non-union positions. Under the existing compensation system, which was developed and implemented in the Personnel Policies and Standards manual originally adopted in December 2000, each position is assigned to one of seven pay grades consisting of a minimum and maximum annual compensation. The current scale has been adjusted occasionally based on a combination of cost of living increases when directed by the General Manager. Wages and benefits for union employees are determined through collective bargaining (negotiations are currently underway and are anticipated to be complete before the study begins).

The objective is to create a total compensation system for positions, both hourly and salaried, that is competitive in the current market and enhances the CITILINK's ability to recruit, retain and fairly compensate quality employees. This project is expected to revise and/or develop a new job classification and compensation system to ensure a fair and equitable system both internally and externally. The system shall be robust, impartial and transparent.

CITILINK's objectives for the total compensation system include: ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together; provide salaries and salary ranges commensurate with assigned duties; provide recognizable compensation growth; provide justifiable pay differential between pay grades; maintain currency with relevant labor markets; ensure the FLSA status for all positions is accurate; and ensure compensation and benefit package meets the objectives of CITILINK's Personnel Committee of the Board of Directors.

Attached is a current organization chart, and a brief summary of current employee benefits.

### **2.2 SCOPE OF WORK**

**The scope of work shall include but is not limited to the outline below. The final work plan will be developed with input from the successful respondent.**

#### **Compensation Study**

- Review current compensation system for union and non-union positions
- Work with the CITILINK's General Manager and Human Resources Director to develop a total compensation philosophy
- Review the methodology and instruments to be used in the evaluation with the CITILINK's General Manager and Human Resources Director prior to proceeding with the accumulation of data

- Recommend the appropriate comparable organizations/geographic region/etc. to be used as compensation and benefit comparable benchmarks
- Perform an extensive compensation study. Conduct interviews, employee meetings, job audits as needed
- Identify potential pay compression and other issues and provide suggestions for solutions
- Recommend where each position should fall within the new structure
- Recommend a compensation structure for positions that will assist CITILINK to remain an attractive employer in the region. The system should consider provisions for cost of living and warranted merit increases

### **Benefit Study**

- Review current employment benefits for both union and non-union positions
- Benchmark benefits to peers in the industry and region
- Based on the agency's total compensation philosophy and agreed upon comparable organizations/geographic region/etc., recommend a benefit structure for employees that will assist CITILINK to remain an attractive employer in the region

### **Job Description/FLSA Exemption Status Review**

- Review job descriptions of all positions and recommend updates, as needed
- Ensure that content and titles are current, accurate, consistent, and compliant with FLSA, EEO, and CITILINK considerations

### **Implementation of Recommendations**

- Make final recommendations based on CITILINK's strategic position with regard to its total compensation policy, including whether to lead, match or lag the market and the positions that fall in each category
- Design an implementation strategy for the new compensation system, working with the General Manager and Human Resources Director to gain the greatest benefit related to retention and recruitment with the lowest possible financial impact on the operating budget
- Provide a plan for keeping the compensation system up-to-date by means of periodic market studies or other recommended actions. The plan should include suggested timelines and classifications that could be designated for benchmarking
- Provide a plan to incorporate the performance management system into the compensation system to allow for movement within the salary ranges based on employee job performance
- Provide the necessary training, documentation, and other material for CITILINK to maintain the system independent of Consultant, following the implementation of the plan

## **2.3 LIST OF ATTACHMENTS**

- Benefits Summaries for Union and Non-Union Employees
- Organizational Chart

## SECTION 3 – TERMS AND CONDITIONS

### 3.1 PAYMENT TERMS

The Contractor will only be compensated for product delivered and accepted by CITILINK. One hundred percent (100%) of each invoice will be paid to the Contractor within forty-five (45) days of acceptance, after appropriate invoices have been submitted and approved.

CITILINK will strive to meet the payment deadlines of a prompt payment discount whenever such a discount is offered.

### 3.2 INSURANCE REQUIREMENTS

The successful Proposer will have ten (10) calendar days from the date of the contract award to submit proof of insurance.

A. The Contractor 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 state Fort Wayne Public Transportation Corporation as additionally insured. The amount of insurance shall not be less than the following:

1. Workers' Compensation, disability benefit and other similar employee benefit acts in the amount required under State of Indiana law. A nonresident Contractor shall have insurance for benefits payable under Indiana's Workers' Compensation law for any employee resident of and hired in Indiana. The Contractor shall maintain coverage for employees of other states as mandated.

2. Comprehensive General Liability: \$1,000,000

Bodily injury and property damage combined single limit including personal injury and completed operations.

3. Automobile Insurance for Vehicles: \$100,000 per occurrence

Bodily injury liability, property damage, uninsured motorist bodily injury

B. The Contractor may not start work until evidence of all required insurance has been submitted and approved by CITILINK. The Contractor 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.

- C. All policies providing contractor's insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to CITILINK.
- D. 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.
- E. 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 B+ or greater and VI or greater (B+/VI) 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 B+/VI 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.

### **3.3 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

CITILINK and the 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 part to that Contract) pertaining to any matter resulting from the underlying Contract.

### **3.4 FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

The Contractor acknowledges that the provision 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. Accordingly, 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 also 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.

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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §5301 et seq. on the Contractor, to the extent of the Federal Government deems appropriate.



### **3.5 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In accordance with IC 22-9-1-1, et seq., 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, 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.

The contractor will take affirmative action to ensure 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.

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.

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.

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 proposals for any individual state project.

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.

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.

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.

### **3.6 ACCESS TO RECORDS**

The Contractor agrees to provide the Comptroller General of the United States, the U.S. Secretary of Transportation, the FTA or their duly authorized representatives' access to all records pertaining to this contract as requested to conduct audits and inspections. This requirement is applicable to all subcontractors at any tier as needed for compliance with Federal regulations. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or completion of this Contract.

### **3.7 INCORPORATION OF FTA TERMS**

These terms and conditions include in part certain contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, as amended, 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 CITILINK requests that would cause CITILINK to be in violation of the FTA terms and conditions.

### **3.8 CHANGES IN FEDERAL LAWS AND REGULATIONS**

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.

### **3.9 CIVIL RIGHTS**

**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.

The following equal opportunity requirements apply to the underlying Contract:

- A. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §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.
- B. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S. C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **Disabilities.** In accordance with Section 102 of the 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.

### 3.10 TECHNICAL PROPOSAL FORMAT AND CONTENT – REQUIREMENTS FOR RFP RESPONSE

- A. Offers should not include any unnecessarily elaborate or promotional material. Proposals shall be submitted in a sealed envelope addressed to: RFP 2022-01, John Metzinger, Fort Wayne Public Transportation Corporation, 801 Leesburg Rd, Fort Wayne, IN 46808.

Pricing, (only one (1) original is required) must be submitted in a separately sealed envelope. Sealed proposals, 1 original and three (3) copies (technical proposal) and 1 copy of price proposal must be received by CITILINK no later than **Friday, February 11, 2022 at 10:00 a.m. ET.** No proposals will be received after this date and time. If a proposal is delivered after the due date and time, CITILINK will return the proposal unopened. All submittals are mandatory and considered part of the evaluation process. Failure to comply with this requirement may result in disqualification.

- B. Submit a brief narrative description of the firm. The narrative should contain, but not be limited to the following:
- a. A list of all services performed by the firm.
  - b. A discussion of the firm's experience in working with public employers on a benefit and compensation study.
  - c. Highlight relevant experience of key team members and provide the resume of the project manager who will be assigned to this contract and the project management organizational structure. Also provide resumes of the team members who will work directly with CITILINK staff on any aspect of the project.
  - d. A list of major client accounts.
  - e. Supply three references within the last five years, from previous or current clients, with a similar scope of service as CITILINK. Include the clients name, address, contact person, and telephone number, and the type of services performed.
  - f. Provide a narrative on the firm's understanding of CITILINK's scope of services, and the agency's proposed approach to fulfilling the requirements. This section shall include specific tasks on how the scope of work will be accomplished.

- g. State any exceptions, to or deviations from, the requirements of the RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting CITILINK's technical or contractual requirements, these should be thoroughly explained.

C. Cost Proposal

1. **Pricing must be submitted in a separately sealed envelope.**
2. All prices expressed by the vendor in its offer must be firm, expressed in U.S. dollars, defined as to be clearly understandable and without ambiguity as to the meaning.

3.11 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. Proposers are advised that **any Proposals, documents and material** they submit to CITILINK in response to this RFP or in pursuit of a government-funded contract are 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 Freedom of Information Act (FOIA), CITILINK is obligated to provide access to, or copies of, material it has in its possession when another party makes a FOIA 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. Proposers should assume that any material they submit to CITILINK will be shared with the public.
- F. CITILINK will not notify Proposers or Contractors when a FOIA request is made for information it 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 as complete a Proposal as possible so that CITILINK may properly evaluate the Proposer for selection of award. Proposers are invited to indicate in their Proposal 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 Proposers whose Proposals do not fall within a competitive range after evaluation.
- H. **Required Certifications must be completed and submitted with Technical Proposal**
  - 1. Acknowledgement of Addenda
  - 2. Agreement of Goods and Services
  - 3. Certification Regarding Debarment
  - 4. Lobbying Certification
  - 5. Certificate of Non-Collusion
  - 6. Affirmative Action Plan Certification
  - 7. Vendor Certification – Iran Linked Business

## SECTION 4 – PROPOSAL REQUIREMENTS

### 4.1 PROPOSER COMMUNICATIONS AND REQUEST

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Proposers 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. Proposers 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, Proposers 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 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. The Proposer's Request for Clarifications must be received by **Monday, January 24, 2022, end of business day.**
- 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.

### 4.2 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. CITILINK shall provide copies of addenda to all prospective Proposers officially known to have received the RFP. Prospective Proposers, or their agents, shall be responsible to collect the addendum at the address provided or receive the same otherwise. Failure of any prospective Proposer to receive the notification or addendum shall not

relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Proposers 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. Proposers must notify CITILINK promptly in writing of any address changes.

- B. If CITILINK determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that CITILINK determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

#### **4.3 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING**

- A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.
- B. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by CITILINK. 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.

#### **4.4 AUTHORIZED SIGNATURES**

Every proposal 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.

#### **4.5 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 proposed 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.

#### **4.6 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

##### **A. 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, the Proposer will be selected whose proposal is found to be most advantageous to CITILINK, based upon consideration of the criteria. During the initial 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 related evidence 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 evaluation team may adequately understand all aspects of the proposal.
3. Proposers 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 evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation panel will employ those evaluation criteria set forth in this solicitation or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.
5. 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 without discussions or requesting Best and Final Offers.

B. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other CITILINK officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

C. Evaluation Criteria

The following factors will be used as a guideline to evaluate the proposal:

1. Project Approach
2. Qualifications, Related Experience, Personnel and References
3. Cost Proposal
4. Conformance to Requirements and Specifications

D. Evaluation Procedures

1. Proposers may be invited to interview with the Evaluation Team. The Evaluation Team reserves the right to interview the Proposer(s) it selects. The Evaluation Team has no obligation to interview any or all Proposer(s).
2. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. CITILINK will select for any award the highest ranked proposal from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to CITILINK based on consideration of the Evaluation Criteria.

E. Confidentiality of Proposals

1. Access to government records is governed by the State of Indiana. Except as otherwise required by the State of Indiana, CITILINK will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing

proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

2. The Proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.
3. Upon a request for records from a third party regarding this proposal CITILINK will notify in writing the party involved. The party involved shall indemnify CITILINK's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.
4. CITILINK shall employ sound business practices no less diligent than those used for CITILINK's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposer and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of Indiana against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by CITILINK in its sole discretion, bears appropriate notice relating to its confidential character.

#### **4.7 RESPONSE TO PROPOSALS**

##### **A. Notice of Award**

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.

##### **B. Notice to Unsuccessful Proposers**

1. CITILINK will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed of the following information:
  - a. The number of proposals CITILINK received.
  - b. The name of the successful Proposer.

2. CITILINK will try to give the notice under this paragraph promptly after contract award. CITILINK's failure to give that notice shall not be deemed to affect the validity of the contract.

C. Acceptance/Rejection of Proposals

1. CITILINK reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to CITILINK, price and other evaluation criteria considered. CITILINK reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. CITILINK reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposers.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by CITILINK.
3. CITILINK may reject a proposal that includes unacceptable deviations.

D. 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.

E. Cancellation of Procurement

CITILINK reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully approved and executed on behalf of CITILINK. CITILINK will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

**4.8 PROTEST PROCEDURES**

a. General Procedures

- A. 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.
- B. Protests, claims or disputes, where applicable, shall be in writing and filed with CITILINK directed to the General Manager, 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

- A. 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

- A. Any individual or entity may file a protest with CITILINK alleging a violation of applicable federal, 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.

- B. Any protests, disputes, or claims with respect to the award of a Contract through solicitation of proposals shall be submitted in writing within five (5) days of notification of such award to the General Manager for a decision. All claims 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.

A written decision by the CITILINK General Manager 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 the Board of Directors accepts an appeal of the General Manager's decision.

C. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of CITILINK to have written protest procedures, or the alleged failure to follow such procedures. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authorities. 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 protest submitted by an intercede party as defined in FTA 4220.1F. FTA's decision on any appeal will be final.

#### **4.9 PROPOSAL AS A CONTRACT**

Each proposal will be submitted with the understanding that acceptance in writing by CITILINK of the offer to furnish the products or services described shall bind the Proposer to furnish and deliver at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequent addendum.

#### **4.10 WAIVER**

The Proposer shall 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.

#### **4.11 CONTRACT AWARD AND EXECUTION**

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Offeror whose Offer is accepted. No other act by CITILINK shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in Production of Documents.

#### **4.12 CONTRACT DOCUMENTS AND PRECEDENCE**

The documents embodying the legally binding obligations between CITILINK and the Contractor for the work to be performed under the Contract consist of the documents listed below. The Contract documents constituting the Contract between CITILINK and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order:

- A. The Contract, together with any written change orders or amendments executed subsequent to the Contract, attached exhibits which are part of the Contract as well as documents incorporated in the Contract by reference.
- B. CITILINK's Specifications and all Terms and Conditions incorporated in the Contract by reference.
- C. The Contractor's Proposal, as accepted by CITILINK.
- D. CITILINK's Solicitation Package
- E. In CITILINK'S discretion, an agreement covering terms appropriate for a Contract of this nature not covered in this Request for Proposal and the Contractor's Proposal.

#### **4.13 CONTRACTOR CHANGES**

Any proposed change in this Contract shall be submitted to CITILINK for its prior approval.

#### **4.14 WRITTEN CHANGE ORDERS**

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

#### **4.15 CHANGE ORDER PROCEDURE**

As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

#### **4.16 PRICE ADJUSTMENT FOR REGULATORY CHANGES**

If price adjustment is indicated, either upward or downward, it shall be negotiated between CITILINK and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

#### **4.17 PARTIES**

The parties to the contract are the Procuring Agency and the Offeror as set out in the accepted Offer.

#### **4.18 SUCCESSION**

The Contract will be binding on the parties, their successors, and assigns.

#### **4.19 SPECIFICATIONS AND OFFER OMISSIONS**

- 1 The Contractor shall have the responsibility of providing all services required to meet the requirements of the Scope of Services.
- 2 Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by Instructions to Offerors by completing the specified form(s) shall be invalid and shall not be binding on CITILINK.

#### **4.20 TERMINATION FOR CONVENIENCE**

CITILINK, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, CITILINK shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **4.21 TERMINATION FOR DEFAULT**



- 1 If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CITILINK may terminate this contract for default. CITILINK shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
- 2 If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of CITILINK.

#### **4.22 DISPUTES**

- 1 Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of CITILINK's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2 Unless otherwise directed by CITILINK, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4 Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITILINK and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.
- 5 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITILINK, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or consent in any breach hereunder, except as may be specifically agreed in writing.

#### **4.23 COMMUNICATIONS**

Communications in connection with this Contract shall be in writing and shall be delivered personally; electronic mail, or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of CITILINK and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.

#### **4.24 INDEMNIFICATION**

- 1 The Contractor shall, to the extent permitted by law (1) protect, indemnify and save CITILINK and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by CITILINK and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against CITILINK and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. CITILINK shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. CITILINK shall have the right to be represented therein by advisory counsel of its own selection at its own expense.
- 2 The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of CITILINK, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third part operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

- 3 Nothing in this Contract shall be construed to waive CITILINK's immunities or liability limits provided under applicable state or federal law.

#### **4.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

CITILINK and the 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.

#### **4.26 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS**

- 1 The Contractor acknowledges that the provision 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. Accordingly, by signing 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 also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §5301 et seq. on the Contractor, to the extent of the Federal Government deems appropriate.

#### **4.27 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS**

- 1 By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out in Debarment and Suspension Certification.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

- certification, in addition to other remedies available to the Federal Government, CITILINK may pursue available remedies, including suspension and/or debarment.
- 3 The prospective lower tier participant shall provide immediate written notice to CITILINK if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - 4 The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CITILINK for assistance in obtaining a copy of these regulations.
  - 5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CITILINK.
  - 6 The prospective lower tier 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 lower tier covered transactions and in all solicitations for lower tiered covered transactions.
  - 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from 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.
  - 8 Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - 9 Except for transactions authorized under paragraph 62.5, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction,

in addition to all remedies available to the Federal Government, CITILINK may pursue available remedies including suspension and/or debarment.

#### **4.28 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS**

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.

#### **4.29 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FDA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **4.30 ENERGY CONSERVATION**

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

#### **4.31 SAFE OPERATION OF MOTOR VEHICLES**

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-leased” refer to vehicles owned or leased either by the Contractor or CITILINK.

##### **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.

#### **4.32 DISADVANTAGED BUSINESS ENTERPRISE**

The Contractor, subrecipient or subcontractor 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 C.F.R 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. Each subcontract the Contractor signs with a subcontractor must include the assurance in the paragraph.

#### **4.33 PUBLICITY**

All publicity releases or releases of reports, papers, articles, maps or other documents in any way concerning this Contract, which the Contractor or any of its subcontractors desire to make for purposes of public announcement, in whole or in part, shall be subject to approval by the Authority's Manager of Community Relations, prior to release.

#### **4.34 CONFLICT OF INTEREST**

- 1 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.
- 2 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.
- 3 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.

#### **4.35 COMPLETE AGREEMENT**

The Contract resulting from this Solicitation, including exhibits and other documents incorporated in the Contract or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Contract between the Contractor and CITILINK. The Contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the Contract shall not affect the validity of other terms or conditions. CITILINK's failure to insist in any one or more instances upon the Contractor's performance of any term or condition of the Contract shall not be construed as a waiver or relinquishment of CITILINK's right to such performance, or to future performance, of such term or condition by the Contractor, and Contractor's obligation for performance of that term or condition shall continue in full force and effect.

# **APPENDIX A**

## **REQUIRED FORMS and CERTIFICATIONS**

**(Must be completed and included in package with Technical Proposal)**



## PROPOSAL FORM

Proposer:

---

Name

---

Name of Authorized Representative

---

Signature of Authorized Representative

---

Title

---

Address, including Zip Code

---

Telephone Number

---

Fax Number

Please note if a prompt payment discount is offered.

\_\_\_\_\_ % @ \_\_\_\_\_ days

## REPRESENTATIONS AND CERTIFICATIONS

### REPRESENTATIONS

Proposer's firm is as: (check or complete all applicable boxes)

- an individual
- a partnership
- a non-profit organization
- a corporation, incorporated under the laws of the State of \_\_\_\_\_
- a limited liability corporation (LLC)
- other, \_\_\_\_\_

### CERTIFICATIONS

(check applicable box)

#### 1. 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

Proposer

\_\_\_\_\_  
Authorized Representative

### PROPOSAL ADDENDA

Addenda:

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

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.

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Authorized Signature) (Title)

\_\_\_\_\_  
(Date) (Telephone)

**AGREEMENT OF SERVICES**

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

The undersigned hereby agrees to furnish the services as listed below in accordance with the specifications on file with the Fort Wayne Public Transportation Corporation, which have been carefully examined and attached hereto.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

For (Company): \_\_\_\_\_

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

## 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 chief legal counsel for the \_\_\_\_\_ hereby certifies that  
(entity)  
the \_\_\_\_\_ has authority under State and local law to comply with the subject  
(entity)  
assurances and that the certification above has been legally made.

\_\_\_\_\_ -

## **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 of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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



### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. For this RFQ, 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"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action: (circle one)</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>
<p>3. Report Type: (circle one)</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:  year _____ quarter _____  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>a. Federal Program Name/Description:  CFDA Number, <i>if applicable:</i></p>	<p>8. Federal Action Number, <i>if known:</i></p>
<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p> <p>b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>
<p>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</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
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