

RFP #2022-01-05-01 CIRTA REQUEST FOR PROPOSALS FOR MARKETING & PUBLIC RELATIONS SERVICES

January 5th, 2022

CENTRAL INDIANA REGIONAL TRANSPORTATION AUTHORITY 320 N. Meridian ST., Suite 920
INDIANAPOLIS IN 46204

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PROCUREMENT SCHEDULE

RFP #2022-01-05-01-- CIRTA Marketing & Public Relations Services

RELEASE DATE: January 5th, 2022 WRITTEN QUESTIONS DUE: January 19th, 2022, 10:00 a.m.
(EDT) ANSWERS TO WRITTEN QUESTIONS POSTED: by January 26th, 2022

RFP DUE DATE: February 3rd, 2022, 3:00 PM (EDT)

INTERVIEWS, if any: Week of January 31st, 2022. Award date February 8th 2022 at the CIRTA board
meeting

RFP #2022-01-05-01 CIRTA Marketing & Public Relations Services

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SECTION 1: INTRODUCTION & STATEMENT OF WORK

Section 1.1 Summary and Purpose of Request:

The Central Indiana Regional Transportation Authority (CIRTA) is a form of regional government (IC 36-9-3) established in 2004, which works to expand transportation options for the 10-County region of Central Indiana (including Boone, Delaware, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Morgan, and Shelby Counties). CIRTA is governed by a 17-member board with representation appointed from elected leaders in the ten counties as well as municipalities, the governor, and a labor organization for public transportation employees. CIRTA, along with the Indianapolis Metropolitan Planning Organization and IndyGo, is actively involved with planning and implementing the Central Indiana Transit Plan, as well as providing various transportation options throughout the region. CIRTA is funded through several sources, including local, state and federal funding.

CIRTA currently has three services under its umbrella: Workforce Connect, County Connect, and Commuter Connect. Workforce Connect includes workforce connector bus service to assist moving workforce across county lines to access employment. County Connect assists in cross-county transit trips.

Commuter Connect is the regional rideshare program which promotes and encourages employee commuting options other than driving alone in single-occupancy vehicles. The Commuter Connect program works closely with government representatives, economic development professionals, social service agencies, and employers, in addition to employees. Commuter Connect is funded 100% through a federal grant.

There are marketing and public relations needs for CIRTA and all of its programs, and especially for Commuter Connect. Because of the distinct source of funding for Commuter Connect, We have identified specific needs for both CIRTA as a whole and for the Commuter Connect program. Annual budget for this RFP is \$48,000.00. Commuter Connect has a separate advertising/media buying contract, so this RFP focuses on public relations, social media and earned and owned marketing channels. CIRTA does not have a budget for advertising.

The CIRTA contract will include marketing for the Workforce Connect program and County Connect, in addition to the overall needs of CIRTA.

CIRTA's PR and marketing objectives include but are not limited to the following.

- Increase ridership on the two existing Workforce Connector routes (Plainfield and Whitestown)
- Attract and build partnerships in order to establish more Workforce Connector routes.)
- Showcase the work of CIRTA to regional partners in order to attract and retain funding.
- Increase awareness of CIRTA programs and initiatives such as clean energy region study and program efficiencies
- Bring to light the effectiveness of who CIRTA is and its programs.
- Assist in identifying CIRTA content and communication presentations with political leaders in the region.

Commuter Connect's PR and marketing objectives include but are not limited to the following.

- Promote the benefits of carpooling, vanpooling, biking, walking and riding a bus in order to increase ridesharing in the eight-county Central Indiana region.
- Engage public- and private-sector partners through such promotions as Car Free Day Indy, Bike to Work Day and more

CIRTA hereby issues this Request for Proposals (RFP) in order to solicit proposals from individuals, firms, and teams (referred to herein as "proposing firms") in order to carry out marketing and public relations needs of CIRTA (references to "CIRTA" in this RFP shall be inclusive of CIRTA and Commuter Connect, unless otherwise stated).

Section 1.2 Proposals, Due Time, Date, and Locations:

Proposing firms must submit one (1) original proposal with appropriate seals and signatures, two (2) copies, and one (1) electronic copy on flash drive. Any alteration to the forms contained in the RFP or failure to submit all certifications referenced may be cause for the proposal to be declared as non-responsive.

All proposals and copies must be submitted no later than **3:00 p.m. on February 3, 2022**. Proposals should be labeled with "RFP #2022-01-05-01 CIRTA: Marketing and Public Relations Services" and sent to the attention of:

Jennifer Gebhard, Assistant Director Commuter Connect Central Indiana Regional Transportation Authority 320 N. Meridian Street, Suite 920 Indianapolis, IN 46204

Under no circumstance will any proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute and includes, but is not limited to, failure of a private delivery service or the United States Postal Service to deliver documents in a timely or scheduled manner. Proposals received after the due date and time will be returned unopened.

Section 1.3 Pre-Proposal Conference and Interviews:

There will not be a pre-proposal meeting for this procurement. All questions regarding this RFP must be submitted in writing via email to jegebhard@cirta.us by 10:00 a.m. on January 19, 2022. Responses to written questions will be posted by January 26th, 2022.

Interviews of the most qualified consultants may be required in order to make an informed selection, but CIRTA reserves the right to choose a consultant solely based on qualifications, as well as to not make any selection. Should consultant interviews be required, it is anticipated that they will take place

the week of January 31st, 2022.

Staff recommendation for consultant selection is expected to be made at the February 8th, 2022 meeting of the CIRTA board.

Section 1.4 Terms of Engagement:

The original term of engagement will be for two years with two renewal option terms of two years each thereafter. The original term shall commence March 1, 2022 and terminate on February 28th 2024.

Section 1.5 Statement of Work:

CIRTA is seeking marketing and public relations assistance in the following areas. CIRTA reserves the right to request changes to the scope, as appropriate, during contract negotiations.

Possible tasks include:

- Develop strategies to promote CIRTA and its programs and assist the public in understanding the agency and its programs
- Assist in developing messaging about CIRTA and its programs
- Manage ongoing media relations for activities within CIRTA
- Write and distribute news releases on various CIRTA and Commuter Connect topics
- Coordinate interviews, letters to the editors and news briefings/media events, and assist in prepping staff for media interviews
- Assist with the development and promotion of special events and activities
- Manage the organization's social media pages and messaging
- Assist in the development of presentations and presentation materials

Section 1.6 Bonds, Insurance, and Special Requirements

There are no bonds required for this RFP.

The Contractor shall maintain insurance during the performance of the contract from one or more insurance companies licensed in the State of Indiana to provide the following forms of insurance, said insurance companies to be reasonably satisfactory to CIRTA.

Upon the execution of a contract, the Contractor shall furnish CIRTA with certificates of insurance showing that CIRTA has been listed as an additional insured.

All insurance is to remain in full force and effect until all work under the contract has been satisfactorily completed and accepted by CIRTA.

a. Workers' Compensation

1. Employers' Liability \$500,000
2. All States Endorsement Statutory
3. Voluntary Compensation Statutory

b. Public Liability and Property Damage

1. \$100,000 for bodily injuries to or death of one person in any one occurrence.
2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
3. \$100,000 for damage to or destruction of property in any one occurrence.

c. Errors and Omissions Insurance

Please include a copy of your statement of liability insurance with your proposal.

Section 1.7 Evaluation

CIRTA may use an evaluation committee to review submissions. Each member of the team will be given a copy of the accepted responses, and will evaluate each response against this RFP evaluation criteria.

Project Approach: (20 points)

Points awarded based upon "Cover Letter" as submitted according to Section 1.10 Organization of Response

Project Team: (20 Points)

Points awarded based upon Forms A, B and C, as submitted according to Section 1.10 Organization of Response **Project**

Cost Information: (40 points)

Proposal cost, Form E, will be considered in the selection; however, it will not be the primary determining factor.

Project Team Experience: (20 points)

Points awarded based upon Forms B, C and D, and "Cover Letter" as submitted according to Section 1.10 Organization of Response

Section 1.8 Federal Participation:

CIRTA is a recipient of Federal Funding through the Federal Transit Administration of the United States Department of Transportation.

Section 1.9 Reserved Right:

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

SECTION 2: VENDOR INSTRUCTIONS

Section 2.1 Notice to Vendors

Vendors are furnished the following instructions to clarify conditions for work, development and presentation of offers, clarification of contents, review of concerns, and other pertinent information from which knowledge of preparing and offering a responsible and responsive offer may be developed.

All forms required in the certification pages must be completed or the proposal will be considered as non-responsive.

Section 2.2 Required Responses

The following items are listed as required. Failure to include any of them in your submission may cause your proposal to be ruled non-responsive.

Federal Forms:

Acknowledgment of Addendums _____ Proposal **(1 original, 2 copies, 1 electronic)** _____
Proposal Check List _____ Certificate of Procurement Integrity _____ Certificate of Restriction on

Lobbying _____ DBE Participation form _____ Certificate Regarding Debarment _____ Affidavit of Non-collusion _____ DOT Assisted Contracts Bidders List Certification _____ DBE Good Faith Efforts Documentation Form _____ Employment Eligibility Certification _____ Certificate of Liability Insurance _____

Teams are permitted, but not required. If a team is proposed, qualifications for all team members must be included; all certifications are the responsibility of the prime consultant.

Non-Federal Forms: Complete one each of Forms A, B, C, and E. Three (3) Form D forms are to be submitted, each filled out by one of the respondent's references.

Cover Letter _____ Form A: General Information _____ Form B: Qualifications Statement _____ Form C: References _____ Form D: Client Reference Form _____ Form E: Proposal Cost Form _____

Cover Letter: Indicate your interest in the project and any unique qualifications or experience that should be taken into consideration, as well as your basic approach to providing marketing and public relations services. Include information on lead individual and any sub consultants on the team (teaming is welcome, but not required). The lead consultant would be required to carry liability insurance for this project. Also include your approach to the project, indicating how you will incorporate the possible task list below, and whether additional tasks would be recommended. Also note any other government projects that you have provided services for, and which successful projects were involved. Clearly and concisely provide key information that should be considered in this selection.

Scope and Fee Proposal: Pricing shall be based on a flat fee per month, plus actual cost of out-of-pocket expenses, such as parking, mileage (at the federal reimbursable amount) for conducting business on behalf of CIRTA and/or Commuter Connect, reasonable parking, etc., and shall indicate any limitations on the number of hours per month that fee will include, and provisions for under/over utilization of those hours of service.

Section 2.3 Limitation of Responsibility

CIRTA is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any offer.

CIRTA is not responsible to return to any vendor the offer submitted to CIRTA as a response to this solicitation.

Section 2.4 Vendor Warrants and Sub-Contractor Restrictions

Vendor will warrant that all information provided by it in connection with this offer is true and accurate, and that vendor by virtue of its submission is capable of supplying all work requested herein without brokering or delegating to a third party.

Vendor will warrant that it will not delegate or sub-contract its responsibilities under the Agreement beyond the level revealed in the solicitation without the prior written permission of CIRTA.

Section 2.5 Responsiveness and Responsibility Definitions

All offers must be responsible and responsive.

Definition of "responsive" for submitting parties to this solicitation:

All certifications and form blanks must be filled in or zeroed, all services must conform with the Statement of Work requested, unless an alternate but equal request has been approved in writing by CIRTA prior to the submission date and time; and all associated certificates and other associated information and documents must be completed and included in the submission package, in a sealed envelope to conform with the definition of the term, *responsiveness*. Any alteration, erasure, or interlineations of the documents may be cause for the offer to be determined non-responsive. However, CIRTA reserves the right to waive any defects or irregularities in any submission, to accept all submissions, or to reject any and all submissions.

Definition of “responsible” for the submitting parties to this solicitation:

CIRTA may consider among other factors, the Respondent’s record of integrity, experience, and past performance record with CIRTA, its financial status, the capability to perform the project as stated, or whether the Respondent is in default of any contract or other obligation to CIRTA, the Federal, State or Local Government(s). In arriving at a determination, CIRTA may institute a pre-award survey on any or all respondents. Respondents will be required to cooperate with the pre-award survey team if one is used. Failure to cooperate may result in a finding of non-responsible respondent. A vendor shall not add to, delete from, or change any specification, term, or condition within the solicitation package unless authorized to do so by an amendment issued by CIRTA. In addition Respondents must confine their response to the spaces provided on any furnished submittal form or Cost Form, except where the form itself may make an exception to the contrary. Alternate offers may be submitted but shall be submitted in a format that is easily understood, shows conformance with the contents of the Statement of Work, and contains full explanation as to the effectiveness of the alternate proposed in satisfying the intent of the solicitation.

Section 2.6 Taxes

CIRTA is tax exempt from Federal and State income, excise, use, and sales taxes.

Section 2.7 Independent Contractor

The successful respondent shall be considered, and shall accept status as being that of an “Independent Contractor” to CIRTA, and shall recognize that they are not an employee or officer of CIRTA. All parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint-ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for an injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Section 2.8 Contract Required

Respondent selection recommendation will be presented to the Board or their designee for award and authorization to enter into contractual discussions and the pursuit of a contract with the recommended vendor.

CIRTA reserves the right to ask questions for clarification to any respondent during the evaluation process without such effort being construed as bargaining. Upon authorization by the CIRTA Board to award a contract based upon a particular offer submitted by a designated respondent, said respondent and CIRTA will work diligently to complete a contractual arrangement for the services within thirty calendar days of the Board action. Failure of the sides to reach a contractual arrangement may nullify the action of the CIRTA Board as to the award of the services and release CIRTA to attempt to secure

a contract through negotiations with the second most favored respondent.

Submission of an offer will be construed as tacit acknowledgment and agreement to this section, and a dedication on the part of the vendor to seek in good faith a contractual arrangement consistent with this solicitation and its offer.

SECTION 3: COMPLIANCE WITH REGULATIONS AND GENERAL REQUIREMENTS

Section 3.1 Federal Regulations

Federal Procurement Regulations establish certain submissions be required from any third party contract CIRTA enters into with any vendor. In order that CIRTA may be compliant with the Federal Requirements of FTA Circular 4220.1F, each respondent is required to complete and submit as a part of the offer package, completed certifications as defined in this section.

Section 3.2 Required Submissions

The following pages of certifications must be completed and returned with your offer. Some portion of these required certifications may/will not be applicable to the contents of the statement of work that is attached to and made a part of this solicitation. However, the offer submitted must contain completed, signed, and sealed (if required) documents. If the document is not applicable, write "N/A" on the face of the document and sign in the appropriate area.

Section 3.3 Non-Federal Forms

Forms identified as non-federal are nonetheless required to be completed and submitted as instructed.

Section 3.4 Failure to Supply

Failure to supply the required certifications shall result in the determination of the offer as "Non-Responsive".

Section 3.5 Notary Seals

Any certification requiring a Notary Public Seal, must be sealed in the package marked "Original", and may be copied in the subsequent number of offer packages required in Section 2.2 – Required Responses.

ACKNOWLEDGMENT OF ADDENDUM

(Must be returned with your Offer, *if any Addenda are issued*)

Proposal # 2022-01-05-01 CIRTA: marketing and Public relations services 2022

The undersigned acknowledges receipt of the following amendment(s) to the Proposal and supporting documentation.

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

Note: Failure to acknowledge receipt of all addendums that may have been issued may cause the Proposal offer to be considered non-responsive to the solicitation. No further consideration will be given to non-responsive offers. Acknowledged receipt of each addendum must be clearly established and included with the bid response.

_____ (Proposing Company Name)

_____ (Street Address)

_____ (City, State, and Zip Code)

Signature of Authorized Company Official

Date

CHECKLIST FOR PROPOSAL #2022-01-05-01

(Must be returned with your offer)

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

 0 % Proposal Bond or certified check required with proposal

 0 % Performance Bond or Letter of Credit required at contract award

Proposal Data Check List

Did you read and understand the General Specifications? Yes ___ No ___ Initials ___

Did you read and understand the Statement of Work? Yes ___ No ___ Initials ___

Are there any exceptions to the instructions as described? Yes ___ No ___ Initials ___

If yes, explain:

Certificate Items Required To Be Returned

- Acknowledgment of Addendums _____
- Proposal (1 original, 2 copies, 1 electronic) _____
- Proposal Check List _____
- Certificate of Procurement Integrity _____
- Certificate of Restriction on Lobbying _____
- DBE Participation form _____
- Certificate Regarding Debarment _____
- Affidavit of Non-collusion _____
- DOT Assisted Contracts Bidders List Certification _____
- DBE Good Faith Efforts Documentation Form _____
- Employment Eligibility Certification _____
- Certificate of Liability Insurance _____
- Cover Letter _____
- Form A _____
- Form B _____
- Form C _____
- Form D (3 – one from each reference) _____
- Form E _____

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

NO OFFER SHALL BE ACCEPTED OR CONSIDERED THAT IS RECEIVED LATER THAN THE TIME AND DATE STATED AS THE SUBMISSION REQUIREMENT. Time given in the solicitation is the current time observed by the Consolidated City of Indianapolis, Indiana.

Signature

CERTIFICATE OF PROCUREMENT INTEGRITY

(Must be returned with your offer)

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

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

(Insert firm's name)

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

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

Typed name of Responsible Officer or Employee _____

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S. Code, Section 101.

Section 27 became effective July 16, 1989

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(Must be returned with your offer)

I, _____, hereby certify on behalf of the Central Indiana Regional Transportation Authority that:

No appropriated Federal funds have been paid or will be paid, by or on behalf of the undersigned to any person influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the awards documents for any and 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 is placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction as imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more

than \$100,000.00 for each such failure.

DATE _____, 20__

Signature _____

Title _____

DBE PARTICIPATION FORM

CIRTA has a 5% goal

Respondent must check the appropriate box, provide the information requested, sign and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid as non-responsive.

Respondent will meet the DBE goal for this contract. Respondent is certified according to requirements of DOT 49 C.F.R. Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (_____%) of the contract work.

Respondent will meet the DBE goal for this contract. If awarded this contract, vendor will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (_____%) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 C.F.R. Part 26 for participation in DOT assisted contracts.

<u>DBE Name, Address</u>	<u>Description of Work</u>	<u>% of Dollar Amt. of Total Contract Work</u>
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(Attach additional sheets)

Respondent does not meet the DBE goal for this contract. Respondent certifies that it has made good faith efforts in accordance with the Request for Proposal to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached to this Participation Form.

Date:
Signature:
Name (Print):

Title:

CERTIFICATION REGARDING DEBARMENT
(Must be returned with your offer)

To be submitted on all contracts reasonably anticipated exceeding \$25,000.00 in value. THE UNDERSIGNED PROPOSER, RESPONDENT, OFFORER, OR SUBCONTRACTOR

(“ATTESTER”) CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT:

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

Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from entering into this Contract by any Federal Agency. The term “principal” for purposes of this contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

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

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

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

This certification concerns a matter that may be within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, USC. In accordance with Executive Order 12549, as implemented by 49 CFR Part 29, a person (as defined in 49 CFR Part 49.105) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. As a participant in a Federally assisted primary covered transaction (grant recipient), the CIRTA is required to obtain a certification entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions” from all lower tier participants on this Contract whose contract or agreement will exceed \$25,000.00. Contractor is responsible for registering in [the System for Award Management \(SAM\) / CCR Registration & Renewals](#)

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

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

Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to CIRTA, the Authority may terminate the contract resulting from this solicitation for default.

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

(Company Name, Typed)

Signature of Authorized Company Official _____

(Title of Official, Typed) _____

AFFIDAVIT OF NON-COLLUSION

The undersigned, having submitted a proposal for RFP #2022-01-05-01 CIRT A: Marketing & Public Relations Services, in accordance with notice given by Central Indiana Regional Transportation Authority and/or its Board of Directors, for the purpose of providing marketing and public relations services, for and on behalf of him/her self, or themselves, first being duly sworn says:

That said vendor attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

Signed: _____ Proposer or
Agent

State of _____

SS: County of

Subscribed and sworn before me this _____ day of _____ 20__.

My commission expires: _____

Notary Public SEAL

Dated at _____ City State Date

Failure to properly notarize and return this form will invalidate your bid.

Name _____ Date _____

**DOT ASSISTED CONTRACTS
BIDDERS LIST**

[49 CFR, Part 26]

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

Firm Name: _____

Firm Address: _____

Firm Phone: (____) _____ Firm Fax: (____) _____

General Classification of firm by quantity of employees

Less Than 10 11 – 50 51 – 100 101 – 500
 501 – 1000 1001 – 5000 More than 5000

General Classification of Firm in Age of Existence

0 – 5 years 6 – 10 years 11 – 50 years Over 50 years

General Classification by Type

Firm is a Small Business Firm is a certified DBE
 Firm is a certified WBE Firm is not one of the above.

General Classification by Annual Gross Income

The approximate annual gross income for this firm is less than \$100,000
 The approximate annual gross income for this firm is \$100,000 - \$250,000
 The approximate annual gross income for this firm is \$250,001 - \$500,000
 The approximate annual gross income for this firm is \$500,001 - \$1M
 The approximate annual gross income for this firm is \$1M - \$5M

___ The approximate annual gross income for this firm is greater than \$5M

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

Printed Name

Date

Signature

Form A: General Information (submit one Form A)

Company Name:
Street:
City, State, Zip:
Primary Contact:
Telephone:
Email:
Web site:

Type of organization:

- Individual Partnership
- Joint Venture Corporation
- Other (explain)

Does the company presently carry errors/omissions professional liability insurance?

- Yes. Amount: \$_____.
- No. Would the vendor do so if awarded a contract? _____.

Please attach the following items:

A brief history of the vendor. A current company brochure may be submitted, if available. The history should outline the vendor's experience with marketing and public relations.

Form B: Qualifications Statement (submit one Form B)

Project Manager

Name:
Years of relevant experience:
% of time for this project:
Street Address:
City, State, Zip:
Telephone:
Email:

Other Key Staff

Name: Years of Relevant Experience:
Name: Years of Relevant Experience:
Name: Years of Relevant Experience:

Partnering Vendor

(if appropriate; if more than one vendor, attach separate sheet(s) with contact information)

Company Name:
Street Address:
City, State, Zip:
Telephone:
Email:
Web site:

Please attach the following items:

1. Relevant experience for Project
2. Resumes for key staff, including hourly rates

Form C: References (submit one Form C)

Reference #1 (specific to project, no CIRTA references please)

Name:
Organization:
Street Address:
City, State, Zip:
Telephone:
Email:
Years of contractual relationship:
Referenced Project:

Reference #2 (specific to project, no CIRTA references please)

Name:

Organization:
Street Address:
City, State, Zip:
Telephone:
Email:
Years of contractual relationship:
Referenced Project:

Reference #3 (specific to project, no CIRTA references please)

Name:
Organization:
Street Address:
City, State, Zip:
Telephone:
Email:
Years of contractual relationship:
Referenced Project:

Form D: Client References (submit a minimum of three (3) Form Ds)

Vendors shall supply this form to a minimum of three current or former clients to be completed by the client and submitted by vendor with the RFP response.

To be completed by reference:

Name: Organization:
Street Address: City, State,
Zip: Telephone: Email:

- 1 What is the nature of your business?
 - 2 What tasks was this consultant engaged to perform for you and in what years?
 - 3 Please explain the most valuable outcome of your working relationship with consultant.
 - 4 Please provide an example of the consultant's greatest strength.
 - 5 Please provide an example of an area in which there is room for improvement in the consultant's work product.
-
- 1 Was the consultant successful in obtaining results hoped for? Why or why not?
 - 2 Please note frequency of communications with consultant and whether that frequency was adequate to meet your needs. If communications and updates from consultant were not satisfactory,

please explain.

3 Would you hire this consultant again? Why or why not?

FORM E: PROPOSAL OFFER COST FORM

_____ submits pricing for “CIRTA: Marketing & Public Affairs Services” in accordance with the Statement of Work, terms, and conditions of this RFP.

\$_____ Proposed monthly fee for providing any and all marketing and public relations services to CIRTA as outlined in this RFP (attach additional supporting information). NOTE: CIRTA has historically utilized an average of 20 hours of marketing and public relations services each month.

\$_____ Proposed monthly fee for providing any and all marketing and public relations services to Commuter Connect as outlined in this RFP (attach additional supporting information). NOTE: Commuter Connect has historically utilized an average of 20 hours of marketing and public relations services each month.

Pricing shall be based on a flat fee per month, and shall indicate any limitations on the number of hours per month that fee will include, and provisions for under/over utilization of those hours of service.

Authorized company officer or agent responsible for this submission:

Signature _____

Date _____

(Attach additional sheets)

[] Respondent does not meet the DBE goal for this contract. Respondent certifies that it has made good faith efforts in accordance with the Request for Proposal to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached to this Participation Form.

Date:
Signature:
Name (Print):
Title:

EMPLOYMENT ELIGIBILITY VERIFICATION
(Must be returned with your Offer)

This Certification is submitted by the undersigned, _____, as part of the proposal to Central Indiana Regional Transportation Authority (CIRTA) for the project known as CIRTA: Marketing and Public Relations Services submitted the ____ day of _____, 2022.

The undersigned affirms under the penalties of perjury that Respondent does not knowingly employ an unauthorized alien.

Respondent shall enroll in and verify the work eligibility status of all newly hired employees through the E-verify program as defined in IC 22-5-1.7-3. Respondent is not required to participate if Respondent is self-employed and does not employ any employees.

Respondent shall not knowingly employ or contract with an unauthorized alien. Respondent shall not retain an employee or contract with a person that Respondent subsequently learns is an unauthorized alien.

Respondent shall require all subcontractors who perform work under its contract, to certify to Respondent that:

- 1 The subcontractor does not knowingly employ or contract with an unauthorized alien;
- 2 The subcontractor has enrolled and is participating in the E-Verify program. Respondent agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

CIRTA may terminate any future contract with Respondent if it fails to cure a breach of this provision no later than thirty (30) days after being notified by CIRTA.

The terms of this Certification shall be incorporated within the contract between Respondent and CIRTA.

Witness this ____ day of _____, 2022.

Vendor: _____

Address: _____

Signature _____, _____ APR

Jennifer Schmits Thomas President

Printed: _____ Date _____, Title _____

Section 3.5 Other Federal Requirements and Clauses:

The following paragraphs may or may not be part of the enforcement for this procurement.

Background

The Central Indiana Regional Transportation Authority (CIRTA) is funded, in part, by the Federal Transit Administration (FTA) of the United States of America. Various Federal Statutes and Regulations govern the purchasing procedures of CIRTA. Basic requirements and the associated required documents and responsibilities will be found in **OMB Circular A-102, and in FTA Circular C-4220.1F**. The Statutes, Regulations, and Circulars governing the procurements by CIRTA require among other things that purchases be made according to approved plans and specifications, which will become part of the contractual documents between CIRTA and the successful vendor(s).

Proposal and Contract Procedure

CIRTA reserves the right, when necessary, to postpone the times at which Proposals are scheduled to be received and opened, and to amend the Solicitation statement of work. Prompt notification of such postponement or amendment shall be given by CIRTA to all prospective proposers who have requested or received the solicitation documents.

If the work is amended, any responder from whom an offer had been received prior to the giving of notice of amendment will be entitled to withdraw the submission and resubmit their response in conformance with the changed work. Submittals must be placed in an envelope, marked clearly with the number assigned to the solicitation by the responder before submission to the CIRTA offices. All submissions must be received at CIRTA located at 320 N. Meridian Street Suite 920, Indianapolis, IN 46204, no later than 3:00 p.m. EST, on Feb 3rd, 2022. Upon receipt, all submissions shall be dated and timed. Any submittal received after the time and date specified in this offer, or any amendment thereto, will be returned unopened. No late submission will be considered in the selection process regardless of reason for lateness, including delays by the United States Postal Service. All submissions received on time will be recorded and witnessed. No proposal may be withdrawn after the opening. Submitted terms and conditions must be guaranteed for a term of not less than sixty (60) days, or until Board action (if required) whichever is longer. CIRTA reserves the right to reject any and all submissions at any time in the procurement process prior to final contract execution. CIRTA will examine each proposal to determine if the responder was responsive to the solicitation, and if the vendor is a responsible vendor and able to fulfill any potential award.

No Obligation by the Federal Government.

(1) CIRTA and Respondent acknowledge and agree that, notwithstanding any concurrence by the

Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Respondent, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Respondent 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.

Federal Changes

Respondent 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Respondent's failure to so comply shall constitute a material breach of this contract.

Incorporation of Federal Transit Administration (FTA) Terms

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

ADA Access

Title 49 Subtitle A Part 27 Non Discrimination on Basis of Disability in Programs or Activities Receiving Federal Financial Assistance. [Sec. 27.3 Applicability] This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives such assistance. Design, construction, or alteration of buildings or other fixed facilities by public entities subject to part 37 of this title shall be in conformance with appendix A to part 37 of this title. All other entities subject to section 504 shall design, construct, or alter a building, or other fixed facilities shall be in conformance with either appendix A to part 37 of this title or the Uniform Federal Accessibility Standards, 41 CFR part 101-19 subpart 101-19.6, appendix A [44FR 31468, May 31, 1979 as amended at 56 FR 45621, Sept. 6, 1991; 68 FR 51390, Aug. 26, 2003] (Applicable to construction contracts only) Section 107 (OSHA)

Disputes

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

Performance During Disputes

Unless otherwise directed by CIRT, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should EITHER party to the contract suffer injury or damage to person or property because of an act or omission of the party or of any of his employees, agents or others for whose acts he/she is 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.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between CIRTA 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.

Rights and Remedies

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

Opportunity to Cure

CIRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fourteen (14) 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 CIRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fourteen

(14) working days after receipt by Contractor of written notice from CIRTA setting forth the nature of said breach or default, CIRTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CIRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience

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

Termination for Default

If the Contractor fails to perform the services in the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, CIRTA may terminate this contract for default. CIRTA 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 of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default the rights and obligations of the parties shall be the same as if the

termination had been issued for the convenience of CIRTA.

Warranties and Guarantees

The contractor will deliver to CIRTA any and all Warranties and Guarantees for the contracted goods and/or services delivered in their hand from a manufacturer or other provider as a result of the contractual arrangement with CIRTA. The contractor shall warrant concerning the equipment: Conformance to specifications, products free from defects, functionally acceptable, of good materials and workmanship and suitable for the intended use.

Compliance with all Federal, State, and Municipal Statutes, regulations, circulars, Codes, and Ordinances

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of CIRTA. In addition none of the services covered by this agreement shall be sub-contracted or contracted out, unless proposed that way in the original proposal response without the written approval of CIRTA. The price CIRTA shall pay to the contractor is the price(s) stated in the contractors' proposal or alternate proposal as accepted by CIRTA.

Single Offers

If only one (1) offer is received, CIRTA reserves the right to accept or reject the submitted offer on the basis of the analysis or comparison alone if it is deemed in the best interest of CIRTA to accept or reject.

Condition of Payment

All services provided by Vendor under this Contract must be performed to CIRTA's reasonable satisfaction, as determined by the CIRTA representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. CIRTA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

Payment terms of the contract shall be NET 30 DAYS except where Cash Discount Terms are requested and included on the Proposal Cost Sheet by the respondent. Vendor cash discount terms on invoices that offer to CIRTA better cash discounts than the proposal may be accepted. The minimum acceptable payment term is NET 30 Days. Request for terms of less than this will most probably not be honored unless supported by a need or circumstance that would justify a change in policy on the part of CIRTA. All invoices for supplies, services, materials or equipment shall be submitted to:

Central Indiana Regional Transportation Authority 320 N. Meridian St., Suite 920 Indianapolis, IN 46204

Indemnity (not a federal requirement)

The Contractor shall indemnify CIRTA, CIRTA 's Board of Directors, and all of its agents and/or employees, and hold them harmless from all losses, damages, costs, expenses, claims, suits, judgments in law and equity, that may at any time arise, or be set up, by any breach of any express or implied warranties arising out of the furnishing services under this agreement; or arising out of any other failure of the Contractor to meet the obligations of the contract. CIRTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the contractor through his counsel to defend same, and will deliver all needed information, assistance, and authority to enable the contractor to do so.

Civil Rights

The following requirements apply to the underlying contract:

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

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. The following clause language is suggested via the BPPM page 526. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Access to Records

The following access to records requirements apply to this Contract:

1. Where CIRTA is not a State but a regional government entity and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), Contractor agrees to provide CIRTA, 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. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or her authorized representatives including any PMO Contractor access to 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.

2. Where CIRTA is a State and is the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide CIRTA, the FTA Administrator or her 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.
3. Where CIRTA 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 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.
4. Where any Purchaser which is 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.
5. 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.
6. 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 CIRTA, 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).
7. FTA does not require the inclusion of these requirements in subcontracts.

Labor Provisions

In the event this contract requires the hiring of Mechanics or Laborers, all provisions of 29 CFR Section 5.5 will apply. The contractor will be responsible for compliance by any subcontractor with any and all clauses set forth in this regulation.

Disadvantaged Business Enterprise

CIRTA, in accordance with Title VI of the Civil Rights Act of 1964, 778 §252, 42 U.S.C. 2000d to 2000 — 4, and Title 40, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the DOT issued pursuant to such act, hereby notifies all vendors that it will affirmatively insure that for any contract entered into pursuant to this advertisement; Minority Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, or national origin in the consideration of award.

Disadvantaged Business Enterprise or DBE

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 the business or stock. Small Business Concern: A small business as defined by Section 3 of the Small Business Act and Appendix B-Section 106(c) determinations of Business Size.

Socially and Economically Disadvantaged Individuals

Any individual who is a citizen, or lawfully admitted permanent resident of the United States and who a recipient finds to be socially and economically disadvantaged individual on a case-by-case basis, is an individual in the following groups, members of which are rebuttable presumed to be socially and economically disadvantaged.

- 1 Black Americans, which includes persons having origins in any of the Black racial groups of Africa.
- 2 Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture of origin, regardless of race.
- 3 Native American, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- 4 Asian Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma, Vietnam, Laos, Cambodia, Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Territories of Pacific Islands, the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federates States of Micronesia, or Hong Kong.
- 5 Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, and Bangladesh. Bhutan, the Maldives Islands, Nepal or Sri Lanka.

The contributions of capital, equipment, or expertise that has been made by the minority owners must be real, substantiated, and documented. It is the policy of CIRTA that DBE vendors should participate to the greatest extent possible consistent with the laws of the State of Indiana in contracts awarded by CIRTA. It is the policy of DOT that DBEs as defined in 49 CFR Part 26 and amended in Section 106(c) of the Surface Transportation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, apply to this agreement and are considered pertinent to any contract resulting from this solicitation. It is further the policy of CIRTA to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of CIRTA's procurement activities is encouraged. Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses.

Contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in part or in whole with Federal Funds provided under this agreement. In this regard the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, age, religion, sex, national origin, or physical handicap in the award and performance of subcontracts.

DBE Obligation

CIRTA will provide guidance and assistance as may be necessary to assist the contractor to ensure that DBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contractors and subcontractors financed in whole or in part by FTA funds. Contractors shall not discriminate on the basis of race, color, sex, age, or national origin in the award and performance of DOT assisted contracts if a specific DBE goal is assigned to this contract the goal will be clearly stated in the Scope or Statement of Work for this solicitation. If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CIRTA may declare the contractor non-compliant and in breach of contract. If a goal is not stated in the Scope of Work, it will be understood that no specific DBE goal has been assigned this contract.

The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts financed in part or in whole with Federal funds. All necessary steps will be taken to assure total and full compliance with the intent and the contents of 49 CFR Part 26 as amended. The contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with CIRTA DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CIRTA and will submit them to CIRTA upon request.

Employment Eligibility

In accordance with IC 22-5-1.7, CIRTA may not enter into or renew a public contract for public services with a contractor unless the contractor is enrolled in E-verify and can verify the work eligibility of all employees hired after June 30, 2011. The Contractor must sign an affidavit and place it on file with CIRTA that the Contractor does not knowingly employ an unauthorized alien.

All sub-contractors for said Contractor must also be enrolled in E-verify and verify the work eligibility of all employees hired after June 30, 2011. The sub-contractor must sign an affidavit and place it on file with the Contractor that the sub-contractor does not knowingly employ an unauthorized alien. (This project does not allow for subcontracting.)

Indiana State Use Program

Indiana's State Use Program (the Program) is a preferential purchasing program in Indiana that provides employment and training to individuals with developmental disabilities. The Program works with qualified nonprofit agencies for persons with severe disabilities to provide such products/services.

Enacted by the General Assembly of the State of Indiana, the Indiana State Law IC 522-13 for the purchase of products and services of persons with severe disabilities was established. Through this law, a governmental body may purchase supplies and services without advertising or calling for bids from a qualified agency.

Respondent(s) of this proposal should indicate their desire to work with the Indiana State Use Program by contacting the office at (317) 634. A written plan of implementation will then be developed and submitted to CIRTA for review.

Program Fraud and False or Fraudulent Statements and Related Acts

In all contracts made with or subcontracts made for CIRTA it is understood that the following requirements are a necessary and vital part of the agreement(s).

(1)The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. And U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR 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, or 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, submissions, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2)The contractor also acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded

by FTA under the authority of U.S.C. §5307, the Government reserves the right to impose 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. 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 two clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

Offer of Assistance

CIRTA will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request: Identification of qualified DBE's.

Statement of Non-Collusion

In submitting a response, the contractor affirms that the offer is genuine and not collusive or a sham; that said Responder is not financially interested in, or otherwise affiliated in a business way, with any other respondent on the same contract; that said Responder has not colluded, conspired, connived, nor agreed directly or indirectly, with any submitter or person to submit a sham proposal or that such other person shall refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the price of this or any other proposal, or to fix any overhead, profit, or other cost element of said Proposal Price, of this or any other submitter, or to secure any advance against CIRTA or any persons interested in the proposed contract; and that all statements contained in said offer are true; and further that such Respondent has not directly or indirectly submitted this offer or the contents thereof, or divulged information or data relative thereto to any association, or any member or agent thereof. Failure to sign and have notarized the Non-Collusion Affidavit will result in disqualification of this offer. Contractor further certifies that Non-Collusion as here defined and sworn by his affidavit is in full compliance with the nature and intent of the Sherman Anti-Trust Act as amended, the Clayton Act as amended, the Robinson-Pitman Act as amended, and the Federal Trade Commission Act as amended.

Restriction on Lobbying

Lobbying requirements included in this contract require the maximum flow down to all tiers of the contract/subcontract process. They are pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. 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 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, Appendix A. 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, Appendix A. 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 bid 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 use and has not used Federally 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 Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or 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 U.S.C. 1352. Such disclosures are forwarded from tier up to tier to the recipient.

Interest of Public Officials

No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of the contract or to any benefit arising there from. No member, officer, or employee of CIRTA, or of a local body, during his/her tenure, or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

State, Federal, and OSHA Requirements

Contractor agrees to submit and comply with the contents and intent of the latest Federal and State amendments of all work site regulations, laws, rules, and regulations and to impart all training and documentation to support that same certified compliance.

Environmental Violations

All contracts and subcontracts awarded by CIRTA or for CIRTA that are in excess of \$100,000 require a contractor compliance with all applicable standards, orders, requirements, and codes issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and EPA Regulations (40 CFR part 15) which prohibits the use (under non-exempt Federal contracts, grants, or loans) of facilities included on the EPA list of Violating Facilities. The Consultant shall report any such violations to the FTA and to the EPA Assistant Administrator for Enforcement (EN0329). In addition the Consultant shall warrant compliance with any and all Federal, State, and Local environmental laws, statutes, ordinances, and regulations in connection with the provision of all supplies and services covered by this IFB. Such provisions include but are not limited to, Energy Conservation Requirements, 42 U.S.C. 6321 et seq., 40 CFR part 18; Clean Air Requirements 42 U.S.C. 7401 et seq., 40 CFR 15.61, and 49 CFR part 18; Clean Water Requirements 33 U.S.C. 1251; Resources, Conservation, and Recovery Act (RCRA), 40 CFR parts 239 through 299, and Recycled Products 42 U.S.C. 6962, 40 CFR Part 247, and Executive Order 12873.

Funding

CIRTA notifies all potential Respondents via this Solicitation Notice that funds may not presently be available for performance of this contract beyond the end of this calendar year. However long term encumbrance of funds sufficient to cover the cost of this project will secure sufficient funds to pay for all work done in each calendar year for which a Purchase Order is issued. New Purchase Orders shall be issued on January 1 of the year for any project that may span portions of, or all of, multiple years.

State and Local Laws

The laws of the State of Indiana, and the Local Ordinances and Codes of Marion County, State of Indiana will define any contract entered into by CIRTA. Any dispute shall be tried in a court of competent jurisdiction of Marion County of the State of Indiana. All procurements will be governed by

the applicable regulations of the FTA, the United States Code, or State and Local law.

All vendors are hereby notified that in accordance with the laws of the State of Indiana, no response may be submitted by any vendor that is based upon formulation of cost and materials supported in part or in whole through the use of child labor.

GENERAL

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

All protests must include the following minimal information:

- x Business Name, Protestor name, Business Address, and Business telephone number.
- x Identification of the solicitation in protest by number.
- x A detailed statement of the legal and/or functional ground under protest, including copies of the relevant documents.
- x A brief statement of the relief requested.
- x All protest documents that are received by CIRTA shall be stamped with the date and time received and logged into a "Protest File".

DEFINITIONS:

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

Days refer to working days of the Federal Government. File or Submit refers to the date of receipt by CIRTA or the FTA, as the case may be. Interested Party refers to the actual or prospective bidder or offeror, whose direct economic interest would be affected by a reward of, or a refusal to award, a contract. Proposal, Submission, Offer as used in the context of negotiated procurements (as well as other terms referring to an offer to supply a service or goods), are generally recognized to apply to a formal submission or a request by a business to be considered for selection of goods or services.

Protest Before an Award

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

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

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

If "before award" protests are received within the specified time, the Director of Procurement shall request of each vendor submitting a response a certification of the extension of prices and waiver of

time to preclude any requirements to re-solicit. Where a written protest is received against the making of an award, the award shall not be made until five (5) days after the resolution of the protest, unless the Director of Procurement determines that:

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

In the event a determination is made by CIRTA that the award is to be determined during the five-day period, or during the pendency of a protest, the Director of Procurement will furnish written notification to FTA of the intent to award prior to the protest waiting period or pendency. The FTA reserves the right to not participate in any such award. If such an award is made, the files will contain full and adequate documentation as to the causes and points dictating why such a decision was made. All persons who are party to the solicitation shall be furnished duplicate copies of all pertinent information with confirmation of the award having been made.

Protest(s) After an Award

Protest against award must be filed with the Executive Director of CIRTA within five (5) days immediately following the award. The protest will be accepted and logged and all parties shall be advised such a protest has been lodged. If it appears likely that an award will need to be rescinded or an award invalidated and a delay in receipt of goods or services shall result that is not prejudicial to CIRTA's interest, a negotiated agreement to suspend performance shall be sought on a no cost basis. CIRTA shall render through the Executive Director, a decision on the protest within fourteen (14) days after the receipt thereof. Notice of that decision will be furnished to all interested parties. If the decision rendered by CIRTA is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (FTA). FTA will only review protests regarding the alleged failure of CIRTA to have a written protest procedure or the alleged failure to follow such procedures.

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

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

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

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

Protest filed with the FTA shall

x Include the name and address of the protestor. x Identify CIRTA, project number, and number of

the contract solicitation. x Contain a statement of the grounds upon which the protest is filed. This should detail the alleged violation, failure, or oversight, and contain full supporting documentation. x Include copies of the local protests previously filed with CIRTA and the copy of the decision regarding such protest rendered by CIRTA.

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

CIRTA shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest: x A copy of the CIRTA Protest Procedure x A description of the process followed concerning the protest; and x Any supporting documentation.

CIRTA shall then supply copies of the submissions to FTA to the protestor. The protestor may submit to the FTA any comments on CIRTA's submission not later than ten (10) days after receipt of the CIRTA submission by the protestor. When a protest has been filed in a timely manner with CIRTA before the award of a contract, CIRTA shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the ETA, during the pendency of that protest, unless CIRTA determines that:

x The items procured are urgently needed, or; x Delivery or performance will be unduly delayed by failure to make an award promptly, or; x Failure to make an award will cause an undue hardship on CIRTA, the State, or the Federal Government.

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

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