

REQUEST FOR PROPOSALS (RFP)
FOR THIRD-PARTY OPERATION OF TRANSIT SERVICE FOR MADISON COUNTY, IN

1. NOTICE TO PROPOSERS

Madison County Board of Commissioners invites proposals for a service provider, hereinafter referred to as the "TPO" for the operation of its Section 5311 public transit service, **Transportation for Rural Areas of Madison (TRAM)**, for a two and one half year period, with an option at the discretion of the Madison County Board of Commissioners and the TPO, to extend for four (4) additional years. This public transit service is a federal and state-subsidized service through 49 USC Section 5311, Federal Transit Administration Other than Urbanized Areas Transit Fund Program. Copies of the Request for Proposal (RFP) document may be obtained from the Madison County Council of Governments (MCCOG) website at www.mccog.net (lower right on the home page)

TRAM Administrator, MCCOG
David Benefiel, Principal Planner
Email Address: dbenefield@heartlandmpo.org

The Madison County Board of Commissioners seeks proposals from qualified firms or organizations (public, private, non-profit) with experience in all aspects of public transportation administration, planning, management, operations, and vehicle maintenance, and coordination with County, regional, state, and federal agencies.

The RFP includes the Terms and Conditions and Technical Specifications defining the requirements of the County and identifies all significant evaluation factors, listed in descending order of importance.

An evaluation committee will consist of representatives with sufficient technical expertise to adequately address and evaluate the proposals received.

The RFP is publicly advertised and issued to all requesters.

Proposers must submit proposals in two (2) parts. Part 1 includes, but is not limited to, a technical and contractual proposal, including all required submittals. Part 2 includes, but is not limited to, proposed price and cost data, including all required submittals. All information including the number and names of Proposers, is kept confidential within legal constraints. Each proposal part must be submitted in separate sealed envelopes and be clearly labeled as **Response to Transit RFP – Technical Proposal** and **Response to Transit RFP – Cost Proposal**.

Technical proposals should identify any proposed substitution or additional features with an explanation of the benefits they offer the County. It is expected that the cost impact of these benefits will also be reflected in the cost proposal. Price quoted will be for a firm-fixed per service hour cost rate to cover the administrative cost and for the service hours that are generated by the service demand.

This procurement shall conform to the procurement requirements of the State of Indiana.

This procurement process shall also conform to the procurement requirements of the Federal Transit Administration's Third Party Contracting Requirements Circular Number C.4220.1f. Per C.4220.1f, this is procurement by competitive proposal/request for proposal.

p, The public opening of proposals, will be held. **Proposals must be received by 11:00 AM. (Local time) on February 17, 2020, at the Madison County Council of Governments, 739 Main Street, Anderson, IN 46016. Late Proposals Will Not Be Accepted.** After such time on the same day, proposals will be publicly opened and read aloud at 11:30 AM (local time). **Proposals shall be clearly marked and sealed.** The County, through MCCOG, will then distribute the proposals to the evaluation committee for review.

The evaluation committee will evaluate the formal proposals received and rank them in order of preference. The evaluation committee may conduct interviews with those firms determined to be within the competitive range.

The Madison County Board of Commissioners reserves the right to award a contract based on proposals submitted without negotiation, to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its criteria, as described within the specification or make any decision deemed to be in the best interest of Madison County.

Discussions will not disclose the information contained in competing proposals. A final ranking of candidates will be made, and interviews and negotiations held with those proposers determined to be within the competitive range.

Prospective proposers may submit questions concerning the proposal. Questions must be submitted by **February 7, 2020, by 2:00 PM (local time)**. Questions must be submitted **by email**, and directed to:

MCCOG
David Benefiel, Principal Planner
Email Address: dave@heartlandmpo.org
Phone: (765) 640.4201

Response to Questions:

A response to questions received in writing will be posted to the Madison County Council of Governments website as an addendum to the RFP. Only a written addendum to the RFP shall change the RFP language. The County shall not be responsible for oral interpretations. Information from any other source will not be binding upon Madison County.

Proposers may request exceptions, deviations or approved equals to the Request for Proposals and/or specifications. Requests must be submitted by **February 12, 2020, 2:00 PM (local time)**. Requests must be submitted **by email**, and directed to:

MCCOG
David Benefiel, Principal Planner
Email Address: dave@heartlandmpo.org
Phone: (765) 640-4201

PROPOSAL DUE DATE:

Proposals must be received by **February 17, 2020, at 11:00 AM (local time)**.
No proposals accepted after this date and time.

All correspondence and sealed proposals shall be directed to: Madison County Council of Governments, 739 Main Street, Anderson, IN 46016. **One (1) original and five (5) copies** of the proposal should be submitted. The Madison County Board of Commissioners, nor MCCOG, will not be responsible for any costs incurred by Proposers in response to this Request for Proposals (RFP).

Proposing firms must not be on the System of Award Management (SAM) list of ineligible firms. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Disadvantaged Business Enterprises (DBEs) shall be afforded full opportunity to submit proposals.

2. INTRODUCTION

The Madison County Board of Commissioners has chosen to initiate an RFP for the operation of rural public transit service, tentatively, to begin no later than July 1, 2020. The purpose of this Request for Proposals (RFP) is to secure the services of a transportation service provider to provide all operations of this service as generally described in this RFP (known as Transportation for Rural Areas of Madison-TRAM), in accordance with all Federal, State and County policies, standards, and procedures. The proposed transit service will be designed to operate as a Demand Response Service for all of Madison County.

TRAM, a Section 5311 program, provides door-to-door transit services to business, commercial, and activity centers in Madison County and is funded with federal, state, and local dollars. Trips are scheduled by calling at least 24 hours (preferred 48 hours) in advance for next day service, dependent upon availability.

Public fare is \$4.00 per one-way trip for 59 & Younger or an unlimited monthly pass for \$33.00; \$2.50 for 60 & Older or an unlimited monthly pass for \$25.00, must be within Madison County and are generally scheduled between the hours of 7 AM – 5 PM. TRAM transit vehicles will come to any Madison County address to pick up or drop off.

The program uses a “demand response” model, meaning that there are no fixed routes, stops, or pick-up times. Daily routes are generated based on destinations requested.

*Public rides are “first come-first served” dependent upon availability. Peak times are expected to be but not limited to **between 7-10 AM and 2-5 PM** and, conversely, more capacity is available during off-peak times, 10 AM – 2 PM. Service is provided Monday through Friday for public transportation, with some - observed holidays. The program is designed and available for anyone who needs transportation within Madison County.*

TRAM has provided between 17,000 – 19,000 trips annually.

3. SCOPE OF WORK

General. The Madison County Board of Commissioners is seeking an outside TPO or firm to provide the operation of its public transportation service, TRAM, under the direction of the Administrator, MCCOG. The initial contract will be for the period beginning no later than 90 days of the contract award through December 31, 2022. The contract will have options to renew for four (4) additional one (1) year contract periods with a contract end date of December 31 of each year at the sole discretion of the County. The annual renewal of the contract shall be based on the availability of funds and successful contract performance in the preceding year. The contract award will be acknowledged by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Award Amendments.

Renewals are contingent upon the completion of renewal criteria, including but not limited to: updated proposal information, cost analysis information, favorable evaluations from passengers, and approval for renewal by the MCCOG to the Madison County Board of Commissioners. The contract resulting from this RFP is contingent upon the County receiving funds from INDOT for the Section 5311 Public Transportation Program and Indiana PMFT funds.

Employment and day to day supervision of Transit employees are included in this scope of work. In addition, provide required training as prescribed by INDOT and FTA which Madison County elects to enter into a Purchase of Service Agreement.

Supervise the overall upkeep of the transit vehicles which includes preventative maintenance, cleaning, repair and component replacement as necessary.

Implementation of such service expansions or improvements as may be recommended by the TPO and approved by the Madison County Board of Commissioners or as may otherwise be agreed upon between the parties from time to time.

The following is a description of the key service policies and practices relative to the transit service to be provided:

A. Service Description.

- a. Provide public transit services within Madison County;
- b. Coordinate with human service transportation programs within Madison County;
- c. Receive and monitor telephone calls from potential passengers, dispatch trips, and offer referral services to outside transportation providers when necessary;
- d. Provide day to day oversight for the overall transportation system;
- e. Meet all reporting requirements; and
Deliver a provision of services in a manner to guarantee a high level of quality assurance.

B. Service Area. The service area is to include all of Madison County with no public trips to be conducted outside of the County lines except to approved drop-off sites to adjacent counties for service connections. Madison County provides a demand response service model.

C. Service Days and Hours. Provide a calendar of holidays. Service hours for the Demand Response public transit are Monday through Friday, 7 AM to 5 PM with reservations made at least 24 hours in advance. TRAM does operate on some County-observed holidays.

D. Vehicles. The County currently has a fleet of six (6) transit vehicles procured through INDOT (CDL license required) that the selected provider will use. Transit vehicles are parked daily at the TPO assigned space set by Madison County.

E. Customer Service and Communication Information. The TPO shall provide for all telephone communications and radio communications between the in-vehicle and the office. TPO shall ensure that adequate staff is assigned to answering these phone lines professionally and courteously and can give accurate information to the public about the service and to take, record, and transmit requests to accommodate people with disabilities. Translation service into Spanish and other languages must also be provided upon request. The TPO shall also provide a separate (TDD) or other accommodation for hearing impaired persons.

The TPO shall adhere to the following mandatory service delivery requirements:

The drivers must accept all trip requests related to him/her by the dispatcher so long as they are within his/her specified service area and within the specified service time. There shall be no right of refusal based on vehicle availability (except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet.

The vehicles must be on time unless there are extenuating circumstances beyond the TPO's or driver's control. A 95% on-time performance rate is required. The Contractor must give notification to the passenger in the event of unavoidable delays.

Drivers must wait five (5) minutes after the appointed pick-up time before a passenger can be considered a no-show. (A no-show is a passenger who is not at the appointed pick-up location at the scheduled time and who has not informed the TPO in advance that he/ she would be absent).

Drivers secure all wheelchairs according to ADA requirements and request that all passengers buckle their seatbelts.

Drivers shall not smoke, eat or drink while passengers are in the vehicles, Drivers shall enforce with the passengers the policy of no smoking, eating, and drinking in the vehicles; the driver shall notify the supervisor if a passenger refuses to observe the policy.

Drivers shall maintain daily records of mileage, time, type and number of trips, and passenger types as required by INDOT and the County through its Administrator, MCCOG. These records shall be turned in to the Contractor every week. TPO Contractor shall turn over records on a monthly basis to the County (Administrator).

Drivers shall inform supervisors of any passenger complaints. Thereafter, the supervisors shall complete passenger complaint forms and send copies to the Administrator-MCCOG, for record purposes or any appropriate action if necessary. The complaint shall be filed with the Administrator-MCCOG, within one (1) week from the date of the occurrence.

The County and the Administrator-MCCOG, through the TPO, shall inform the appropriate social services agency representative regarding any difficulties experienced in transporting an agency client, whether related to safety, behavior, or other reason;

Drivers and TPO are prohibited from soliciting or accepting any tips or other forms of gratuity other than the approved fare from system riders.

- F. **Scheduling Software.** The TPO shall provide for scheduling and dispatch software as mandated by the Indiana Department of Transportation, or "INDOT," unless agreed to that the county provides the software. The TPO will maintain a service agreement for maintenance of the scheduling and dispatching software. The TPO is responsible for providing hosting and for all services necessary to maintain the software and for mobile data tablets. The TPO will be responsible for securing and maintaining TPO staff computers unless agreed to that the county provide the software.
- F. **Current Fares.** Fare is \$4.00, for those 59 & younger, per one-way trip anywhere within Madison County or an unlimited monthly pass for \$33.00 or an unlimited monthly pass for \$33.00. Fare is \$2.50, for those 60 & older, per one-way trip anywhere within Madison County or an unlimited monthly pass for \$25.00.
- G. **Ridership and Operational Data.** Annual passenger trips and vehicle miles for the transit service for the most recent year are shown below in Table 1. These numbers are for planning purposes only and not a guarantee of any kind by the County of the number of hours or miles of service to be delivered by the TPO.

Table 1: Ridership and Operational Data

| FY2018 | Rides | Service Hours (RVH) | Total Vehicle Miles |
|-----------------|--------------|----------------------------|----------------------------|
| Demand Response | 18,020 | 7,881 | 165,719 |

Note: Number of rides includes both public trips and Purchase of Service (POS) trips. See Attachment 2 for additional data that includes 2016 to 2018.

TPO Responsibilities. The TPO shall, under specific terms and conditions, provide services as directed by the Administrator-MCCOG, for Madison County. The TPO shall be responsible for the following:

- A. **Facility.** Madison County Board of Commissioners or the Administrator-MCCOG, will not provide office space and telephone service for the successful Transit Provider's assigned staff. The successful Transit Provider shall maintain an office located within Madison County. The successful Transit Provider shall maintain a local telephone number for the convenience of passengers and human service providers, and the Administrator-MCCOG will maintain the 800 number.

- B. Vehicles.** The County currently has a fleet of six (6) transit vehicles owned by the County and procured through INDOT. Transit vehicles are parked daily by the TPO with assigned space set by Madison County.
- C. Fleet Management.** The TPO shall have sole responsibility for preventative maintenance, repair, and cleaning of all vehicles. The TPO shall provide a vehicle maintenance program, including preventative maintenance. The TPO shall ensure vehicle maintenance is performed so that sufficient numbers of vehicles are available to properly provide service at all times. The TPO shall properly document all preventative maintenance, repairs, and cleaning and allow for the inspection of such documentation by the County, through its Administrator- MCCOG, upon demand. Preventative maintenance inspections must be regularly accomplished at intervals that meet or exceed all applicable state or federal requirements and the manufacturer's recommended standards, procedures, and intervals. The TPO shall provide to the County, through its Administrator-MCCOG, documentation relative to the vehicle manufacturer's recommended standards for preventative maintenance at intervals specified. Cost of fleet management shall be included in the TPO's proposal. The TPO shall repair all safety-related deficiencies identified in the inspections before placing the vehicle back in revenue service. All non-safety deficiencies shall be repaired within seven (7) calendar days unless requested. Vehicles with deficiencies are subject to re-inspection by the County, through its Administrator-MCCOG, to ensure that corrective repairs are properly made. All costs associated with the TPO's personnel in getting vehicles to/from and during inspections shall be the TPO's expense. All costs associated with correcting identified vehicle deficiencies shall be at the TPO's expense. Mechanics, or contracted service, must meet all requirements for a safety-sensitive employee.

The TPO shall provide detailed vehicle maintenance expenses in the Format provided in Exhibit I.

- D. Staffing and Supervision.** The TPO shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the TPO's proposed cost per unit. To ensure the highest quality of service, the County requires that the TPO meets the minimum staffing requirement included in Table 2. The TPO shall hire and properly train a General Manager located in the office of the TPO, who has overall responsibility for managing the transit service program efficiently and effectively. The TPO's General Manager shall be regularly accessible to the County, through its Administrator-MCCOG, to deal with daily operational issues and to resolve policy issues. The General Manager shall be the point of contact for communication between the County, through its Administrator-MCCOG, and the TPO regarding aspects of the service and its management. The TPO shall maintain a Supervisor on-duty and accessible during all hours that transit service is in operation. The TPO shall also provide an emergency contact person to the County, through its Administrator-MCCOG, for unforeseen circumstances outside normal service operating hours. Telephone information lines shall also be staffed by knowledgeable and courteous customer information personnel. The TPO shall be responsible for providing service in a safe, efficient, and effective manner.

Dispatching shall be carried out in a manner which maximizes the productivity of service, while meeting the standards for service quality established by the County through its Administrator-MCCOG. In assigning drivers to transit service, the TPO shall ensure that all transit service drivers meet the minimum requirements to comply with INDOT and FTA. and follow all INDOT Medical Qualification Program Requirements and FTA Drug and Alcohol Abuse Policies.

The County, nor the Administrator-MCCOG, shall have no liability or obligation to the TPO or the TPO's employee who by reason of his/her motor vehicle record or any other reason is removed from the County's transit service program.

Table 2: Minimum Staffing Requirements

| <u>Minimum Staffing Requirements</u> | | |
|---|--|------------------|
| Position | Responsibility | Minimum Required |
| <u>Management</u> | | |
| General Manager | Primary contact for the County, Responsible for management of Operations and Maintenance | 1 |
| Operations Manager | Responsible for day to day management of Dispatchers and drivers | 1 |
| <u>Non-management Staff</u> | | |
| Dispatcher/Scheduler | | 1-2 |
| Driver | Needs of the Business | |
| Mechanic | Needs of the Business (or contracted for service) | |

- E. TPO Driver Responsibilities.** The primary responsibility of the TPO's drivers shall be the safe operation of vehicles and safe transport of transit service customers. The TPO shall take all necessary steps to ensure that drivers and other TPO employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers. Driver responsibilities include but are not limited to the following:
- Conducting a proper pre-trip inspection of the vehicle prior to leaving the County's facility, or location, and documenting the inspection.
 - Wearing seat belts at all times while vehicles are in operation.
 - Ensuring that passengers are encouraged to wear seat belts where available at all times while vehicles are in operation.
 - Using the highest degree of care in loading, unloading, and securing all wheelchairs, and other passenger accessibility devices.
 - Properly assisting all passengers with safe entry and exit from the vehicle.
 - Driving safely and displaying proper respect and courtesy to other motorists, bicyclists or pedestrians.
 - Obeying and following all traffic laws and regulations at all times.
 - Not driving any transit service vehicle while under the influence of alcohol or drugs.
 - Reporting all vehicle or passenger accidents immediately to the TPO's Supervisor.
 - Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and/or the TPO's Supervisor.
 - Utilizing all safety and emergency equipment properly and at appropriate times.
 - Having valid driver's license at all times while operating TPO's vehicle.
 - Reporting operational issues to the TPO's dispatcher promptly.
 - Treating all passengers and the general public with courtesy and respect at all times.
 - Respect all riders of the transit system and use best efforts to keep tensions low and ensure safety at all times when dealing with difficult users or situations.
 - Having good knowledge of the service area to ensure efficient and effective service.
 - Collecting proper fares from all passengers.
 - Notifying the TPO's Supervisor prior to leaving a scheduled pickup if the customer is a no-show.
 - Legibly recording actual pickup and drop-off times on the daily driver manifest as well as actual mileage, no shows, cancellations, and any other pertinent data.
 - Wearing official uniforms as designated by the TPO that are clean, neat, and appropriate.
 - Properly identifying themselves to customers upon request.
 - No eating, drinking, smoking or playing loud music while operating a vehicle.
 - Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.

- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

F. **Marking of Transit Vehicles.** The County through its Administrator-MCCOG, in cooperation with the TPO, is responsible for ensuring all vehicles are marked as public transit vehicles. All vehicles must be marked with the system name, logo, and telephone number. Transit vehicles must also contain INDOT required information.

G. **Fare Collection.** The TPO is responsible for the collection, accounting, and safeguarding of proper fare revenues from all passengers.

H. **Billing.** The TPO shall invoice the County, through its Administrator-MCCOG, monthly. All invoices shall be timely and correct. TPO shall use Exhibit H for billing purposes, or an approved equal. Revenue Service Hours (RSH) are to be documented for each trip serviced. Fare revenue collected by the TPO for the month will be retained by the TPO and accounted for as local match funds. Maintenance costs shall be included in the billing unit rate.

I. **Documentation of Service Provided and Maintenance of Financial and Operating Records.**

The TPO shall be responsible for completing and submitting to the County, through its Administrator-MCCOG, certain forms as designated by the county including, but not limited to: monthly operating data, and any other reasonable data as requested by the County, through its Administrator-MCCOG, according to requirements of the Federal Transit Administration's (FTA's) National Transit Database. Such data shall be submitted to the County, through its Administrator-MCCOG, as follows:

- **Monthly Operating and Financial Data.** No later than fifteen (15) days following the end of a calendar month, the TPO shall deliver to the County, through its Administrator-MCCOG, monthly operating & financial data including the following for each service mode: total passenger trips carried, total miles, total hours, total road calls, total collision accidents, accident reports, including law enforcement reports, missed trips, revenue hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract.
- **National Transit Database Data.** The TPO shall collect urban and rural passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to the County, through its Administrator-MCCOG, within 60 days following the end of the calendar year. The TPO shall collect any other financial or operating data as required by the NTD.
- **Vehicle Maintenance Records.** The TPO shall fully document in a timely manner all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. The TPO shall allow the County, through its Administrator-MCCOG, to review such records immediately upon request.
- **Drug and Alcohol Testing Records and Data.** The TPO shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) and INDOT regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the TPO shall allow the County, through its Administrator-MCCOG, to review such records immediately upon request. The TPO shall report drug and alcohol testing data to the County, through its Administrator-MCCOG, a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA and INDOT.
- **Medical Qualification Program Records.**
 - **Training Records.** The TPO shall maintain records of all employee training and allow the County, through its Administrator-MCCOG, to review such records immediately upon request. The TPO shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to recordkeeping and data collection shall be at the TPO's expense.

Records which relate to litigation or the settlement of claims arising out of the performance of the resulting agreement, or costs under the resulting agreement as to which exception has been taken by the auditors shall be retained by the TPO until such litigation, claims, or exceptions have reached final disposition.

- J. Right of Entrance on TPO Occupied Property.** The TPO shall permit and allow any and all duly authorized Federal Transit Administration, INDOT Office of Transit, or County representatives, through its Administrator-MCCOG, to enter upon any part of the TPO's occupied property or facilities for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project. No notice shall be required for on-road vehicle inspections to be conducted by the County, through its Administrator-MCCOG. The TPO shall instruct its drivers to allow the County, through its Administrator-MCCOG, and official representatives to have right of entry on vehicles upon showing proper identification.
- K. Training.** The TPO shall be responsible for properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. The required training will include; HIPPA training for all personnel that meets or exceeds HIPPA privacy regulations. All training costs shall be at the expense of the TPO. At a minimum, all TPO employees shall be trained as follows:
- Prior to operating any vehicles for the County's transit service, each TPO driver shall complete the following training: basic class in first aid; driver sensitivity training with respect to meeting the needs of persons with disabilities; passenger assistance techniques or comparable training; drug and alcohol awareness training, blood-borne pathogens training; National Safety Council defensive driving course or comparable class as approved by the County, through its Administrator-MCCOG, in advance.
 - Upon hiring, provide reasonable suspicion for drugs and alcohol training for all Dispatchers and supervisors.
 - Within 6 months of hiring, all new operators must complete the four core training modules required by INDOT which are as follows:
 - Passenger Assistance Training (every two years thereafter)
 - Emergency Evacuations Training (every three years thereafter)
 - Defensive Driving Training (every three years thereafter)
 - Pre-trip Inspections Training (every three years thereafter)
- L. Insurance Requirements.** The TPO shall be required to maintain at its expense at all times during the duration of the resulting contract the following insurance coverage:
- Workers Compensation and Employer's Liability. Workers Compensation and Employer's Liability Insurance shall be maintained at the minimum levels required by the State of Indiana.
 - Comprehensive General Liability. The TPO shall provide and maintain comprehensive general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$3,000,000 combined single limit for any one occurrence.
 - Automobile Liability. The TPO shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$5,000,000 for any one occurrence.
 - Collision and Comprehensive. The TPO shall provide and maintain collision and comprehensive physical damage coverage on all revenue and non-revenue vehicles used by TPO or under TPO's care, custody or control. Coverage shall be in an amount acceptable to the County, through its Administrator-MCCOG, but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.
 - Maintain insurance standards in line with INDOT and County requirements.

All insurance coverage required to be maintained or provided by the TPO must be with Insurance companies licensed and admitted by the State of Indiana. All comprehensive general liability, automobile liability, collision and comprehensive policies must name INDOT and the County and its

Administrator-MCCOG as additional insureds. Certificates of insurance for all the above-listed coverages shall be submitted to the County, through its Administrator-MCCOG, on an annual basis and when carriers or coverage limits change.

All insurance costs shall be at the expense of the TPO. Failure to maintain all insurance coverages for the duration of the project as listed above may result in immediate termination of contract.



M. Accident/Incident Reporting. All accidents involving a transit service vehicle or that result in any personal injury to passengers, drivers or the general public or that result in damage to transit service or other vehicles and/or other property, regardless of severity, shall be reported verbally or by phone or fax or electronic email to the County, through its Administrator-MCCOG. A complete written report in compliance with applicable state, federal, and County requirements shall be forwarded to the necessary parties providing details within twenty-four (24) hours of the accident. The TPO shall make its employees available to the County (for interview as part of the County's effort to determine if the accident was preventable through its Administrator-MCCOG. All requests for information from the media concerning accidents or incidents shall be the responsibility of the County, through its Administrator-MCCOG. TPO shall cooperate with the County, through its Administrator-MCCOG, for participation in media releases and information as directed by the County.

All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone, fax or electronic email to the County, through its Administrator-MCCOG, immediately.

N. Performance Monitoring. The County, through its Administrator-MCCOG, shall periodically monitor TPO's performance relative to on- time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle appearance, driver appearance, completion of daily manifests by drivers, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories. Such monitoring shall be used by the County, through its Administrator-MCCOG, to determine if the TPO is meeting performance standards included in this RFP and resulting contract. Upon mutual agreement, at any point during the term of the contract, incentives may be offered for exceeding the performance standards and penalties may be assessed for poor performance. The terms and conditions of the performance incentives and penalties shall be mutually agreed upon and implemented with a contract addendum.

O. Safety and Security. The TPO shall establish and manage all aspects of a safety and security program including policies, administration and procedures, personnel and training, safety reporting, and safety training. The TPO shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5311(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight", as appropriate.

P. Drug and Alcohol Testing & Medical Qualifications Programs. The TPO shall establish and maintain effective procedures for pre- employment, random, self-reporting, post-accident, reasonable suspicion and follow-up drug and alcohol testing of all safety sensitive employees in full accordance with regulations as promulgated by the U.S. Department of Transportation, FTA, and/or INDOT, as amended. This shall also include regulations relative to the Drug Free Workplace Act

As an employer, the TPO is responsible for meeting all applicable requirements and procedures of the U.S. DOT and FTA, and INDOT for all actions of its officials,

representatives, and agents. The TPO's good faith use of a service agent is not a defense in an enforcement action initiated by a DOT agency in which TPO non-compliance may have resulted from a service agent's conduct. All costs associated with complying to all aspects of drug and alcohol testing regulations, other medical qualifications tests required, and the Drug Free Workplace Act are the full responsibility of the TPO.

- Q. Driver Uniforms.** The TPO shall ensure that all its drivers are required to wear a neat and clean uniform. Costs for all uniform items shall be at the expense of the TPO.
- R. Customer Complaints.** The TPO shall report customer complaints to the County, through its Administrator-MCCOG, within forty-eight (48) hours of receipt, including the date and time of complaint, name of person lodging the complaint and their contact information, and the nature of the complaint. The TPO shall thoroughly investigate each complaint and provide a written response to the County, through its Administrator-MCCOG, no later than seventy-two (72) hours from receipt of complaint. The TPO shall endeavor to resolve substantiated complaints so as to avoid repeat complaints of a similar nature. In the event of complaints of an especially serious or grievous nature, the County, through its Administrator-MCCOG, may require written documentation of complaint resolution from the TPO including investigation findings, and steps taken to correct any problems resulting from the actions of the TPO's employees. The TPO shall forward in writing to the County, through its Administrator-MCCOG, within forty-eight (48) hours any complaints it may directly receive from a transit service customer along with a description of its action(s) to resolve the complaint. Failure to resolve substantiated complaints to the reasonable satisfaction of the County, through its Administrator-MCCOG, may subject TPO to liquidated damages.
- S. Missed Service.** The TPO is responsible for successfully completing and carrying out all scheduled service in a timely manner. The TPO shall report to the County, through its Administrator-MCCOG, scheduled service missed for any reason. Any decisions about suspension of service in bad weather or for other emergency reasons must be provided to the County, through its Administrator-MCCOG. Excessive missed service may subject TPO to poor performance penalties.
- T. Incidental Use and Storage of Transit Service Vehicles.** The TPO is prohibited from using transit service vehicles for any purpose other than transit service that is allowable within the 5311 rural transit program. Transit service vehicles shall only be stored at the approved County facility or at a maintenance subcontractors' facility in the event of subcontracted maintenance to be performed.
- U. Complaint Resolution.** The TPO is responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the TPO. In unusual cases, the County, through its Administrator-MCCOG, may assume responsibility for complaint resolution. The TPO is required to report all complaints to the County, through its Administrator-MCCOG, within 24 hours of receipt of the complaint. All Title VI and ADA complaints must be forwarded to the County, through its Administrator-MCCOG, for Title VI and ADA investigation.
- V. Performance Standards.** It is the intention of the County to provide high quality transit service within the transit service area. Performance standards have been established that will be monitored by the County, through its Administrator-MCCOG, during the duration of the project. For performance not delivered in accordance with standards as specified in the following tables, the County and the Administrator-MCCOG will not incur additional expense, loss of confidence by system users, negative public image for the program, and other damages. For this reason, compliance with the performance standards shall be monitored. The County, through its Administrator-MCCOG, shall have sole discretion in determining whether performance standards have been met or not met. Failure to meet and/or maintain performance standards shall be a considered prior to executing any of the contract renewal options. Continued poor performance by the TPO may result in early termination of the contract.

Table 3: Categories of Performance Standards

| Category Number | Category Type | Performance Standard | Penalty/Incentives |
|-----------------|------------------------------------|---|---|
| 1 | Preventative Maintenance | Preventative maintenance inspections and repair must be completed on time with the manufacturer's recommended minimum scheduled service. On time maintenance shall be completed on time 90% of time | Failure to maintain at least a 90% on time performance may result in termination of equipment lease agreement and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination |
| 2 | Accessibility and Safety Equipment | TPO shall maintain all vehicles with all Americans with Disabilities Act (ADA) required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. Such equipment shall be well maintained and functional at all times. | Failure to maintain at least a 90% on time maintenance and repair may result in termination of equipment lease agreement, and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination |
| 3 | Repeat Substantiated Complaints | No repeat substantiated customer complaints on the same service issue. | Repeat substantiated complaints may result in the County, through its Administrator-MCCOG, requesting staff associated with the complaint be terminated or reassigned. |
| 4 | Reporting Requirement | TPO must promptly report all incidents of vehicle or passenger accidents, road calls, and service interruptions. | Failure to report may result in the County, through its Administrator-MCCOG, requesting staff associated with the incident be terminated or reassigned. Repeat offenses may result in termination of contract. |
| 5 | TPO Contacts | Inability by County, through its Administrator-MCCOG, to reach TPO's dispatcher or supervisor within fifteen (15) minutes during times when service is scheduled or operating. | TPO shall submit a corrective action plan identifying the issue that caused the delay in response and how the issue will be resolved. |
| 6 | Data Requirements | TPO must submit monthly operating data as outlined in RFP to the County, through its Administrator-MCCOG, not later than 12 calendar days following end of month | Failure to submit data by the 15 th without prior County, through its Administrator-MCCOG, approval will result in delay of payment of the monthly invoice until the data is submitted. |



| | | | |
|----|--|---|--|
| 7 | Customer Service/ADA Paratransit Eligibility | TPO must have knowledgeable staff available to the public by telephone or in person at all times of service operation. | Failure to have staff available and meet ADA eligibility determination deadlines may result in financial penalties equal to the number of service hours staff was not available during hours of operation. Delays in processing of ADA eligibility applications will result in a \$20.00 per day penalty for each day beyond the processing deadline date. |
| 8 | Inappropriate Use of Vehicles | TPO shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County, through its Administrator-MCCOG. | Unauthorized use of County vehicles shall result in request for termination of TPO staff involved in the unauthorized use up to and including termination of contract if it is substantiated the unauthorized use was directed by TPO management staff. |
| 9 | Demand Response Productivity | TPO shall be accountable for productivity below 2.0 passengers per service hour. | Failure to meet productivity Standards for 3 consecutive months shall require submission of a corrective action report. Continued poor performance may result in non-renewal of the contract. |
| 10 | Staffing levels | TPO shall be responsible for maintaining proper staffing levels | Failure to provide adequate Quantity and Quality of staff as identified in this proposal may result in contract termination. |
| 11 | Facility Maintenance | TPO shall be responsible for maintaining proper staffing levels. | Failure to provide adequate janitorial maintenance, as identified in this proposal may result in a poor evaluation for contract renewal. |

W. Fuel. The TPO is responsible for all fuel purchases. Fueling stations shall be located within the service area to limit unnecessary travel that could impact on time performance unless because of an emergency or special needs to be determined.

X. Policy Updates. The TPO shall adhere to all updated policies and regulations provided by INDOT.

Y. Local Matching Funds: The TPO is not responsible for securing the FTA grant required local match contribution for the County's public transit program.

4. COUNTY RESPONSIBILITIES

Madison County Board of Commissioners, through its Administrator-MCCOG, shall be responsible, with the cooperation of the TPO, for developing and establishing all policies related to the provision and operation of transit service. Additional responsibilities of the County, through its Administrator-MCCOG, include the following:

- A. **Transit Administrator.** The County shall contract for the Administrator-MCCOG who shall serve as the TPO's point of contact and the person responsible for overseeing the TPO's performance. The Transit Administrator shall be responsible for addressing all media inquiries, etc. pertaining to the service.
- B. **Marketing.** The County, through its Administrator-MCCOG, is responsible for all marketing and promotion of transit service. This includes development, production and distribution of all literature and other promotional materials. The TPO shall cooperate with the County's marketing activities.

The County, through its Administrator-MCCOG, shall also provide at its expense a continually updated website with general information about the transit service.

- C. **Citizen Participation.** The County, through its Administrator-MCCOG, is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The TPO's General Manager shall attend these meetings and/or public hearings and participate in them as appropriate.
- D. **Payment of Invoices.** The County, through its Administrator-MCCOG, will review monthly invoices submitted by the TPO to ensure accuracy of requested reimbursement. Adjustments may be made by the County, through its Administrator-MCCOG, based on monthly audits of data included in daily manifests and service reports. The County, through its Administrator-MCCOG, shall pay approved TPO invoices, as adjusted, within thirty-five (35) days of receipt from the TPO unless reimbursements from INDOT are not received in a timely manner.
- E. **Performance Monitoring.** The County, through its Administrator-MCCOG, is responsible for monitoring the performance of the TPO. Such performance monitoring shall be used to determine compliance with performance standards and performance norms as well as the assessment of continued contracting opportunities.

5. **RFP SCHEDULE** - Table 4 shows the estimated schedule for procurement, award, and implementation of transit services.

Table 4: RFP Schedule

| Estimated Date | RFP Milestone |
|--|---|
| January 16, 2020 | <i>Request for Proposals (RFP) issued</i> |
| February 7, 2020 2:00 PM (local time) | Deadline for all Questions pertaining to the Request for Proposal |
| February 12, 2020 2:00 PM (local time) | Request for Exceptions, Deviations, or Approved Equals Due |
| February 14, 2020 11:00 AM (local time) | Responses Issued to Prospective TPOs on Requests for Exceptions, Deviations, or Approved Equals |
| February 17, 2020 11:00 AM (local time) | Proposals Due to Madison County Council of Governments, 739 Main Street, Anderson, IN 46016 |
| February 17, 2020 11:30 AM (local time) | Public Opening of RFP Submittals at the address noted above |
| TBD | Interviews may be held if necessary. Time and location TBD. |
| March 30, 2020 | Selection of TPO (contract award) |
| Within 90 Day of Award | TPO commence operations (no later than July 1, 2020) |

6. DEVIATIONS, APPROVED EQUALS, AND EXCEPTIONS

Requests for deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by the County to the Madison County Council of Governments in writing via email to dave@heartlandmpo.org, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Exhibit C), per RFP Schedule Table 4. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. The County, through MCCOG, shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, per RFP Schedule Table 4. If formal requests for deviations, approved equals, or exceptions are not received in writing by the due date, submitted proposals will be interpreted to comply with and meet exactly the Madison County RFP and Scope of Work.

7. INSTRUCTIONS TO PROPOSERS

Proposals shall contain information that is relevant and demonstrates the Proposer’s capabilities to successfully provide transit service and undertake the project.

Proposers are responsible for meeting all terms and conditions described in the Scope of Work and in this Request for Proposals (RFP). **Proposals shall contain font sizes not less than 11-point font and may contain cover letter, tabs, resumes, and forms. Proposers should provide this information in the order described below.** For a proposal to be accepted as responsive, it must fully describe how the Proposer proposes to meet all of the terms and conditions described in the Scope of Work as well as include the following specific items:

- A. **Description of Firm Qualifications.** Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall

include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar transit services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer's responsibilities for the client (i.e. vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided should also be identified.

- B. Experience with Transit Operations.** The Proposer shall describe its experience in transit service and its capabilities to undertake a similar project with the Madison County Board of Commissioners through its Administrator-MCCOG. Reference information from a minimum of three (3) current contracts should be provided as well.
- C. Description of Personnel to be Assigned.** Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage and assist in managing the project.
- D. Track Record with Safe Transit Operations** Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.
- E. Industry Awards and/or Certifications.** Proposals shall include a description of any relevant transit industry awards and/or certifications given to the Proposer's firm or key personnel identified for this project.
- F. Description of the Proposed Financial, Management, and Technical Resources.** Proposals shall include a description of the firm or organization's financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial statements and/or audits including an income statement and balance sheet, supplemented if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project. In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the project, including technical resources. Proposals shall also include a description of the required insurance coverages to be provided, as described elsewhere in this request for proposal. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.
- G. Description of the Proposed Staffing, Training, Start-up, and Implementation Plan.** The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle drivers, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project. The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going implementation of the project.
- H. Description of the Proposed Vehicle Maintenance Plan.** The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and

details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a back-up vehicle and tow plan in the event of vehicle breakdown or failure to return to service.

- I. **Management, Operating and Equipment Costs.** The Proposer shall submit a complete Cost Proposal Form (Exhibit D included within this RFP) that includes cost per revenue hour based on the Madison County's initial estimates of revenue hours identified in this RFP. Revenue hours are defined as hours when vehicles are available to the general public and there is an expectation of carrying passengers. Revenue hours do not include deadhead or maintenance service as defined by the National Transit Database.. Proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer to the Cost Proposal Form not approved by the County in advance may render the Proposer's cost proposal as non-responsive.
- J. **FTA Certifications (Exhibit E).** The Proposer shall certify and sign Exhibit E and include them in his/her proposal.

8. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

PROPOSALS SHALL BE RECEIVED NO LATER THAN 11:00 AM, LOCAL TIME, FEBRUARY 17, 2020, AT THE MADISON COUNTY COUNCIL OF GOVERNMENTS, 739 MAIN STREET, ANDERSON, IN 46016. The one (1) original and five (5) copies of the technical proposal and cost proposal must be submitted in separate sealed envelopes clearly marked to identify the contents. Each package or envelope containing proposals shall be properly identified as follows with the following information placed on the outside of the package or envelope:

- One packet marked -Proposal for Transit Service Technical Proposal One
- One packet marked -Proposal for Transit Service Cost Proposal

It shall be the Proposer's responsibility to submit his/her proposal by the stated deadline. Proposals received after this date and time will not be accepted. Failure of express mail or package delivery services to deliver Proposer's information by the designated date and time will not be the responsibility of the County or its Administrator-MCCOG.

9. ADDENDUM

Any change in the conditions or terms of this RFP will be accomplished by written addendum published on the Madison County Council of Governments website www.mccog.net . All such addenda shall become part of the proposal and resulting contract.

10. RIGHTS OF REJECTION AND RIGHT TO NEGOTIATE

The Madison County Board of Commissioners reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason. The Madison County Board of Commissioners further reserves the right to select one, some, or none of the Proposers to provide additional information, presentations, and/or to otherwise negotiate with prior to (or after) an award hereunder.

11. RESPONSIVE PROPOSALS

The Madison County Board of Commissioners, through MCCOG, shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the County. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.

12. RESPONSIBLE PROPOSERS

The Madison County Board of Commissioners shall award a contract only to the responsible and responsive Proposer who possesses the highest potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer’s integrity, qualifications of Proposer’s staff, experience with similar projects, record of past performance, and accessibility to financial and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by the Madison County Board of Commissioners, through MCCOG, clearly indicates that the Proposer is not responsible and the Madison County Board of Commissioners, or its Administrator-MCCOG, has doubts about the productive capacity, financial strength, or past performance of a Proposer, which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

13. WITHDRAWING PROPOSALS

After proposals are opened by the MCCOG and a County representative, the Proposer may not withdraw proposals for 90 calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer’s authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal. Written notices shall be received by the MCCOG no later than the exact date and time for proposal opening.

14. BASIS OF EVALUATION AND CONTRACT AWARD

Proposals shall be scored by an evaluation committee consisting of MCCOG staff and the County Administrator. The evaluation criteria for the proposals and associated point values are shown in Table 5.

Table 5: Proposal Evaluation Criteria and Points

| Evaluation Criteria | Maximum Points |
|--|-----------------------|
| Capability and experience of supervisory personnel to be assigned to the project | 20 |
| Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities | 20 |
| The adequacy and quality of the Proposer’s vehicle maintenance program | 10 |
| Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards | 15 |
| Adequacy of Proposer’s response to all other requirements, terms, and conditions of this Request for Proposals | 10 |
| Proposed Cost per Passenger Trip | 25 |
| TOTAL POINTS | 100 |

The Quality Level will be based on the following scoring method:

| Quality Level | | Points Description |
|---------------|----|--|
| Excellent | 25 | Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses. |
| Very Good | 20 | Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses. |
| Good | 15 | Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally. |
| Fair | 10 | May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist. |
| Poor | 5 | Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, offsetting strengths. |
| Deficient | 0 | Will not meet minimum needs. |

These definitions are not necessarily all-inclusive.

The Madison County Board of Commissioners, through the MCCOG, reserves the right to conduct initial evaluation of Proposer's response to the RFP and interview finalists prior to final scoring of proposals. The Madison County Board of Commissioners, nor the MCCOG, assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. The Madison County Board of Commissioners reserves the right to reject any or all proposals for any reason and to make its contract award to the Proposer offering the proposal in the overall best interest of the County.

15. COMMUNICATIONS WITH PROPOSERS

After release of this RFP, all communication must be in writing to Madison County Council of Governments and directed to David Benefiel, Principal Planner via email at dave@heartlandmpo.org. The County's written response will be posted to the Madison County Council of Governments website, www.mccog.net.

16. ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk and he/she cannot secure relief on the plea of errors.

17. PROTEST

A Proposer may protest an intent to award of contract by submitting their protest in writing to the Madison County Board of Commissioners, through MCCOG, and shall state the basis for the protest and the course of action that the protesting party desires the County to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by Madison County Board of Commissioners, through the MCCOG, at the address listed herein not later than seven (7) calendar days prior to the deadline set for receipt of proposals. A protest based upon any other grounds must be received by the Madison County Board of Commissioners, through the MCCOG, at the address listed

herein not later than seven (7) calendar days after the protesting party first became aware of, or reasonably should have become aware of, the notice, whichever is sooner.

If the protest does not meet these requirements, the Madison County Board of Commissioners, through the MCCOG, may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. The Madison County Board of Commissioners shall not be obligated to postpone a contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, the County, through the MCCOG, shall review the protest and provide a written decision to the protesting party.

The Madison County Board of Commissioners shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.

18. FINANCIAL STATEMENTS

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

19. TIMELY COMPLETION

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

20. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Madison County Board of Commissioners.

21. SUBCONTRACTING

Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service is not allowed without the advanced written approval of the Madison County Board of Commissioners, through its Administrator-MCCOG. Maintenance will be allowed to be provided by another party contracted through the service provider.

22. APPLICABLE LAW AND VENUE

The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any subrecipients or subcontractor. This compliance shall be at the successful Proposer's expense. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Madison County, Indiana.

23. INDEMNIFICATION

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

24. REQUIRED CERTIFICATIONS

All Proposers shall complete and submit the certifications (see Exhibits E and F) included herein and incorporated into this RFP.

25. RIGHT TO ADJUST COST

If the Madison County Board of Commissioners, through its Administrator-MCCOG, determines during the life of the contract that data submitted by the TPO/proposer is not current, incomplete, or is inaccurate, the Madison County Board of Commissioners, through its Administrator-MCCOG, and TPO shall negotiate a mutually agreeable adjustment in cost.

26. CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the Madison County Board of Commissioners, through its Administrator-MCCOG, gives prior written approval. The TPO shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the TPO shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the TPO and the Madison County Board of Commissioners, through its Administrator-MCCOG. At that time both parties shall execute a detailed agreement in writing.

27. FORM OF AGREEMENT

The agreement between the Madison County Board of Commissioners and the successful Proposer will be in the form of a transit service agreement and shall incorporate the scope of services and responsibilities of the TPO as well as the required clauses listed in Exhibit G:

EXHIBIT A

Transit System Service Information

Service Description: Services will be demand response transportation for all residents of Madison County, as approved by the Madison County Board of Commissioners, through its Administrator-MCCOG.

Service Area: All of Madison County, as designated by the Madison County Board of Commissioners, except where prohibited by FTA, is to be served. No trips may have both an origination and destination within the City of Anderson unless approved. Trips will be allowed to adjacent county service drop off or pick up destinations.

Service Days and Hours: The service must be operated for public transportation Monday through Friday 7 AM - 5 PM. Excluding holidays with approval by the Madison County Board of Commissioners, through its Administrator-MCCOG.

EXHIBIT B

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM
_____(Transit Service) SERVICE PROPOSAL

RFP SECTION NO.: _____ DATE OF REQUEST: _____

RFP TITLE: _____ PAGE _____ OF _____

DESCRIPTION OF REQUEST FOR DEVIATION APPROVED EQUAL OR EXCEPTION:

Approved: _____

Denied: _____

Comments: _____

Signature: _____ Date: _____

Title: _____



EXHIBIT C – COST PROPOSAL FORM

Proposer's Cost per Passenger Trip

| | Year One | Year Two (at the option of the _____) | Year Three (at the option of the _____) | Year Four (at the option of the _____) | Year Five (at the option of the _____) |
|------------------------------------|----------|---|--|---|--|
| <i>Cost per Passenger Trip</i> | | | | | |
| | | | | | |
| | | | | | |

Signature: _____

Printed Name: _____

Title: _____

Company/Firm: _____

Date: _____

NOTE: Cost proposal form shall be accompanied by supporting financial documents to support proposed cost per passenger trip.

Exhibit D

Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the County may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Cy may pursue available remedies including suspension and/or debarment.

**“ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transaction”**

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

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

The TPO, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the TPO 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 TPO's Authorized Official

_____ Name and Title of TPO's Authorized Official

_____ Date

Exhibit E

**Appendix A, 49 CRF PART 20 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The TPO, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the TPO 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 TPO's Authorized Official

Name and Title of TPO's Authorized Official

Date

Exhibit F Required Clauses

Charter Service Operations - The TPO agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Energy Conservation - The TPO 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.

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

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

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.] - TPOs 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 and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of 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 the recipient.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the TPO agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the TPO which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. TPO also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO TPO access to TPO'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 the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, TPO agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO TPO, access to the TPO'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 the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, TPO 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 TPO 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 or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the TPO 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 TPO 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 TPO 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 TPO agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - TPO 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. TPO's failure to so comply shall constitute a material breach of this contract.

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

(2) The TPO also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

No Obligation by the Federal Government.

(1) The Purchaser and TPO 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, TPO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The TPO 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 subTPO who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The TPO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the TPO 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 TPO further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent

claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the TPO to the extent the Federal Government deems appropriate.

(2) The TPO also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the TPO, to the extent the Federal Government deems appropriate.

(3) The TPO agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-TPO who will be subject to the provisions.

Termination Provisions

a. Termination for Convenience (General Provision) Madison County may terminate this contract, in whole or in part, at any time by written notice to the TPO when it is in the Government's best interest. The TPO shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The TPO shall promptly submit its termination claim to the County to be paid to the TPO. If the TPO has any property in its possession belonging to the (Recipient), the TPO will account for the same, and dispose of it in the manner the County directs.

b. Termination for Default [Breach or Cause] (General Provision) If the TPO does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the TPO fails to perform in the manner called for in the contract, or if the TPO fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the TPO setting forth the manner in which the TPO is in default. The TPO will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the TPO had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the TPO, the (Recipient), after setting up a new delivery of performance schedule, may allow the TPO to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The County in its sole discretion may, in the case of a termination for breach or default, allow the TPO [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If TPO fails to remedy to Madison County's satisfaction, the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by TPO of written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the Contract without any further obligation to TPO. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against TPO and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) The County, 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, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the TPO fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the TPO fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the TPO a Notice of Termination specifying the nature of the default. The TPO will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the TPO was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the TPO fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the TPO fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the TPO a Notice of Termination specifying the nature of default. The TPO will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the TPO has possession of Recipient goods, the TPO shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The TPO and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the TPO was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

Suspension and Debarment

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

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

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

The certification in this clause is a material representation of fact relied upon by the County.

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

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the TPO and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The TPO agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the TPO agrees to obtain the express consent of the Federal Government before the TPO or its employees operate a system of records on behalf of the Federal Government. The TPO understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The TPO also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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 TPO 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 TPO 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 TPO 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 TPO 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 TPO 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 TPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the TPO 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 TPO 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 TPO agrees to comply with any implementing requirements FTA may issue.

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

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

Performance During Dispute - Unless otherwise directed by the County, TPO 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 any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the TPO 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 Georgia.

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 the County or TPO shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions. (1) The TPO agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the TPO agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The TPO agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the TPO agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The TPO agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311(a)(2) in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the TPO agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The TPO also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

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

c. The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

d. The TPO is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contract's receipt of payment for that work from the County. In addition, the TPO may not hold retainage from its subcontractor.

e. The TPO must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-TPO to perform at least the same amount of work.

The Contract may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

Incorporation of Federal Transit Administration (FTA) Terms

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

Drug and Alcohol Testing

The TPO agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The TPO agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information).

To certify compliance the TPO shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The TPO agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the TPO to use) as its policy statement as required under 49 CFR 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the TPO agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a TPO recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

(1) The TPO agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the TPO agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The TPO agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §

5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the TPO agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The TPO agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the TPO agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The TPO also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

BUY AMERICA for rolling stock purchases over \$150,000

The TPO agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

FLY AMERICA if contract involves foreign transport or travel by air

The proposer understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for this project unless that air transportation is provided by US-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC section 40118, and USGSA regulations "Use of United States Flag Air Carriers", 41 CFR sections 301-10.131 through 301-10.143.

Exhibit G
Invoice Template
(Agreed upon alternative will be allowed)

| Quantity | Description | Account Code | Unit Price | Total |
|----------|-------------|--------------|------------|-------|
| | | | | |
| | | | | |
| | | | | |

| | |
|----------|--|
| SubTotal | |
|----------|--|

| | |
|-----------|--|
| USD Total | |
|-----------|--|

Exhibit I
Example 3

| RFP Budget Sheet - Passenger Trip Unit Rate | | | | | | |
|---|-----------------------|------------------|------------------|------------------|------------------|------------------|
| | | | | | | |
| | | | | | | |
| PASSENGER TRIPS | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Demand Response – POS/DHS | | 36,577 | 40,951 | 39,093 | 39,498 | 45,101 |
| Demand Response – Public Passengers | | 6,544 | 5,350 | 4,719 | 4,797 | 4,106 |
| TOTAL TRIPS | | | | | | |
| | | | | | | |
| EXPENSE CATEGORY | | 2014 | 2015 | 2016 | 2017 | 2018 |
| LABOR | # of Positions | | | | | |
| Management/Admin. Clerk | 3 | 82,836 | 82,836 | 82,836 | 82,836 | 82,836 |
| Dispatchers/Schedulers/Routers (FT) | 1 | 37,823 | 37,823 | 42,300 | 39,861 | 46,585 |
| Drivers (PT) | 12 | 112,351 | 121,297 | 118,824 | 134,151 | 150,702 |
| Maintenance (Inkind) | 1 | 36,684 | 36,684 | 36,684 | 36,684 | 36,684 |
| Janitorial | | | | | | |
| Other (explain)- Overhead- Inkind | | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 |
| Taxi Contract Service | | 0 | 3,082 | 3,364 | 12,821 | 10,000 |
| Subtotal: | | \$394,694 | \$403,640 | \$409,008 | \$431,353 | \$451,807 |
| | | | | | | |
| FRINGE BENEFITS | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Fringe Benefits (included in salary) | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | |
| MATERIALS & SUPPLIES | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Fuel & Lubricants | | 82,634 | 64,009 | 43,155 | 38,466 | 54,844 |
| Tires & Tubes (included in vehicle parts) | | | | | | |
| Office Supplies | | 1,409 | 925 | 2,100 | 1,283 | 1,700 |
| Vehicle Parts & Supplies | | 13,693 | 13,481 | 17,238 | 18,151 | 25,142 |
| Communications (Radios, Tablets, Telephone) | | 4,758 | 4,841 | 5,947 | 8,273 | 10,715 |
| Uniforms | | 394 | 616 | 616 | 0 | 315 |
| Other (explain) – Audit – Inkind | | 1,050 | 1,050 | 1,050 | 1,050 | 1,102 |
| Subtotal: | | \$103,938 | \$84,922 | \$70,106 | \$67,223 | \$93,818 |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|---|--|------------------|------------------|------------------|------------------|------------------|
| INSURANCE | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Insurance | | 7,761 | 7,761 | 7,632 | 6,591 | 7,360 |
| Subtotal: | | \$7,761 | \$7,761 | \$7,632 | \$6,591 | \$7,360 |
| MISCELLANEOUS | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Drug & Alcohol Testing, Physicals, Vaccines | | 570 | 845 | 679 | 825 | 1,200 |
| Accounting (Payroll, Etc) | | | | | | |
| Start - Up Expenses | | | | | | |
| Proposal Bond | | | | | | |
| Profit | | | | | | |
| Operating Taxes & Licensing | | | | | | |
| Staff Training | | 1,086 | 615 | 111 | 642 | 1,462 |
| Other (Explain)- Marketing | | 217 | 224 | 163 | 224 | 66 |
| Subtotal: | | | | | | |
| LEASE AND RENTALS | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Vehicles | | | | | | |
| Office Equipment | | | | | | |
| Garage Equipment | | | | | | |
| Other (Explain) Base Station (inkind) | | 52,581 | 52,608 | 52,628 | 52,000 | 51,277 |
| Subtotal: | | \$52,581 | \$52,608 | \$52,628 | \$52,000 | \$51,277 |
| | | | | | | |
| | | 2014 | 2015 | 2016 | 2017 | 2018 |
| TOTAL COSTS | | \$560,847 | \$550,615 | \$540,327 | \$558,858 | \$606,990 |
| Extended Unit Rate | | \$13.01 | \$11.89 | \$12.33 | \$12.62 | \$12.34 |
| | | | | | | |
| | | | | | | |
| FRINGE BENEFITS DESCRIPTION: (ex: Holidays, Health Insurance, Dental Insurance, 401K, etc) | | | | | | |
| | | | | | | |
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| | | | | | | |

Attachment 1

Service Vehicles Provided by Madison County

| Vehicle # | Year | Make | Manufacturer | Capacity | Owner |
|-----------|------|------|--------------|----------|----------------|
| 54 | 2017 | Ford | Goshen Coach | 12 | Madison County |
| 55 | 2017 | Ford | Goshen Coach | 12 | Madison County |
| 56 | 2018 | Ford | Goshen Coach | 12 | Madison County |
| 57 | 2018 | Ford | Goshen Coach | 12 | Madison County |
| 58 | 2019 | Ford | Goshen Coach | 12 | Madison County |
| 59 | 2019 | Ford | Goshen Coach | 12 | Madison County |

Attachment 2

Annual Operating Data 2016

| Data Item | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Yearly Total |
|--------------------------|-------------|-------------|-------------|-------------|--------------|
| Passenger Boardings | 4,226 | 4,423 | 4,388 | 4,276 | 17,313 |
| Total Vehicle Miles | 39,829 | 42,496 | 41,645 | 40,827 | 164,797 |
| Total Revenue Miles | 38,014 | 41,085 | 40,423 | 39,744 | 159,266 |
| Revenue Vehicle Hours | 1,960 | 2,079 | 1,956 | 1,777 | 7,772 |
| Gallons of Fuel Consumed | 4,969 | 5,250 | 5,208 | 4,923 | 20,350 |

Annual Operating Data 2017

| Data Item | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Yearly Total |
|--------------------------|-------------|-------------|-------------|-------------|--------------|
| Passenger Boardings | 4,436 | 4,329 | 4,411 | 4,360 | 17,536 |
| Total Vehicle Miles | 44,286 | 38,075 | 43,235 | 39,868 | 165,464 |
| Total Revenue Miles | 43,396 | 36,663 | 41,925 | 38,708 | 160,692 |
| Revenue Vehicle Hours | 1,834 | 1,794 | 1,810 | 1,768 | 7,206 |
| Gallons of Fuel Consumed | 5,263 | 4,548 | 5,114 | 4,929 | 19,854 |

Annual Operating Data 2018

| Data Item | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Yearly Total |
|--------------------------|-------------|-------------|-------------|-------------|--------------|
| Passenger Boardings | 4,444 | 4,588 | 4,603 | 4,385 | 18,020 |
| Total Vehicle Miles | 42,006 | 40,700 | 44,289 | 38,724 | 165,719 |
| Total Revenue Miles | 41,019 | 39,765 | 43,125 | 37,712 | 161,621 |
| Revenue Vehicle Hours | 2,103 | 2,003 | 1,834 | 1,941 | 7,881 |
| Gallons of Fuel Consumed | 5,203 | 5,065 | 5,559 | 4,564 | 20,391 |