

RFP # 12-12-104
Web Development and Support Services

December 17, 2012

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
1501 WEST WASHINGTON STREET
INDIANAPOLIS IN 46222

Traci Davidson
(317) 614-9281
FAX: (317) 266-9163

General Guidelines:

This document is intended to assist prospective proposers in successfully making a proposal for the work contemplated herein. Proposers are strongly encouraged to read the entire document very carefully.

- ∞ All attachments must be filled out completely. Federal and state regulations mandate that all attachments be submitted.
- ∞ If an attachment does not apply to your business or proposal, mark the form "Not Applicable". Sign and date such attachments.
- ∞ The Indianapolis Public Transportation Corporation (IPTC, IndyGo) ensures that the Disadvantage Business Enterprises (DBE's), as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork in its entirety.
- ∞ When in doubt, contact Traci Davidson, IPTC Procurement Director.

PROCUREMENT SCHEDULE

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Web Development and Support Services

First Advertisement	December 17, 2012
Second Advertisement	December 27, 2012
PRE-BID Meeting	January 7, 2013
Written Questions Due	January 9, 2013
Answers to Written Questions Due	January 14, 2013
RFP Due Date	January 17, 2013
Interviews	February 6 th & 7 th , 2013
IPTC Board Meeting IPTC Board Room	February 28, 2013

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INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

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SECTION 1 INTRODUCTION & STATEMENT OF WORK

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Section 1 INTRODUCTION

Section 1.1 History and Overview:

The Indianapolis Public Transportation Corporation (IPTC) is a Municipal Corporation as defined by the Urban Mass Transportation Act of 1965, adopted in 1965 by the Indiana General Assembly. In 1973, the company was chartered by the city ordinance to provide public transportation for the City of Indianapolis, Marion County, the Town of Speedway and the City of Beech Grove. IPTC is lead by a 7-member Board of Directors. Funding is derived from multiple sources including Federal Assistance (FTA), State Funds (Public Mass Transit Funds, state sales tax), Local Funds (Marion County Property Tax) and Passenger Fare Revenue. The majority of IPTC employees are members of the Amalgamated Transit Union (ATU). IPTC has approximately 470 employees and its annual operating budget is approximately \$55 million.

IPTC functions on an operational basis under the Rules and Regulations of the United States Department of Transportation through FTA, applicable Indiana Codes, and the Ordinances and regulations established by the Indianapolis, Marion County City Council as well as its Board of Directors.

Section 1.2 Project Overview:

IndyGo intends to contract with a third party firm to provide an array of professional web development and support services. IndyGo relies on several different applications to run its operation. From payroll and employee management to bus scheduling, internal work orders, and real-time bus information, IndyGo's various IT products are integral to the business. **IPTC is now soliciting through this Request for Proposal the service of: Web Development and Support Services**

Section 1.3 Proposals, Due Time, Date, and Locations:

Responding Firms must submit one (1) original Proposal with appropriate seals and signatures and five (5) copies. Any alteration to the forms contained in the RFP or failure to submit all certifications referenced may result in the Proposal being declared as non-responsive. All Proposals and copies must be submitted no later than **2:00 pm EST on Thursday January 17, 2013**. Proposals should be labeled with "**RFP # 12-12-104 Web Development and Support Services**" and sent to the attention of

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**Traci Davidson
Procurement at IPTC
1501 W. Washington Street
Indianapolis, IN 46222**

Under no circumstance will any Proposal be accepted later than the time or date detailed or at any other location than that specified. This restriction is absolute and includes, but is not limited to, failure of a private delivery service or the United States Postal Service to deliver documents in a timely or scheduled manner. No response will be accepted that is not in the hard copy format. Electronic responses are not valid for this RFP solicitation. Proposals received after the due date and time will be returned un-opened.

All questions, comments, and/or concerns pertaining to this RFP should be submitted in writing via email to Procurement@IndyGo.net before 12:00 noon January 9, 2013. The subject of the email should be the solicitation number. All questions received by the due date and time will be answered via an addendum that will be posted on the Indygo website on Monday January 14, 2013

Section 1.4 Pre-Proposal Conference:

There will be a pre-proposal meeting on Monday January 7, 2013 at 1:00 pm in the IPTC Board Room, located at 1501 W Washington Street, Indianapolis, IN 46222. This meeting is **NOT** mandatory.

The purpose of this meeting is to go over the procurement procedures and to answer questions related to the Proposal process. Please note that the answers given in this meeting are NOT the official IPTC response. All questions, comments, or concerns requiring official answers will need to be submitted in writing via email by the due date and time.

Section 1.5 Term of Engagement:

IPTC is seeking a term of two (2) years of service with three (3) one year options.

Section 1.6 History of the Service:

IPTC is currently contracted for this service.

Section 1.7 Scope of Work

1.7.1 Deliverables & Required Skills:

The selected vendor will have to opportunity to work with IndyGo staff on a project-by-project basis in five basic areas:

Support of existing corporate website:

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The company's existing website is hosted externally and content is administered internally. The contract will require the selected vendor to support the current IndyGo.net website, manage web hosting, administer patches/updates, procure IndyGo.com and .gov domains, deploy new functionality, redesign upon request and design and deploy custom user interfaces for new or existing integrations with other systems, third party services, and dedicated third party platforms.

Consulting:

The selected vendor may be expected to act as technical advisor to IndyGo's IT and administrative teams on identifying workflow efficiencies and functionality solutions within existing systems that interface with IPTC's web site, in addition to suggest opportunities to use new software or custom integrations on a web platform.

Deployment:

IndyGo will purchase off-the-shelf applications, hosted web solutions and IndyGo server-run products. These products may interface with other systems through data imports, exports and merges. The selected vendor may be required to assist with deployment of fully developed web solutions. Assistance may include project management, employee training, and technical assistance on data preparation and system configurations.

Development:

In some instances, IndyGo may elect to have custom web developments created for specific business needs. The selected vendor will be expected to help identify opportunities to improve IndyGo processes through web-based solutions and develop custom web applications, build databases, establish workflows, and integrate multiple systems. Custom developments will require detailed technical and user-guide documentation.

Existing & Future IndyGo systems:

Existing and future applications and modules may have established workflows to share data between systems. Future projects may include refining data sharing processes through existing functionalities or developing new ones. While some future applications/modules may have been identified, IndyGo staff may ask for technical advice on evaluating planned web application add-on modules and identifying alternatives.

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Existing Application/Module	Purpose	Existing Integration
Trapeze TransitMaster	Real-time bus ops	None
Trapeze PASS	Paratransit Scheduling and Dispatch	None
HASTUS	Bus Scheduling	Data exports for Trapeze and public info.
HASTINFO	Online Trip Planner	Add-on module to HASTUS. Link on IndyGo.net to dedicated 3rd party platform.
HASTUS D-DAM	Bus operator employee records	Add-on module to HASTUS. Data imports and exports occur between Ellipse, HASTUS and ADP.
Avaya Communications Manager	Phone switch hardware and software	None
Intuit Quickbooks	Accounting software	Online bus pass sales via Intuit Storefront.
Linux/Ruby on Rails Refinery CMS	IndyGo.net - corporate website	Branded user interfaces for Google Transit Directions and e-newsletter sign-up. Link to Intuit Storefront. Link to HASTINFO trip planner.
Ellipse	Accounts payable, employee records, bus maintenance work orders, and parts inventory	Data imports and exports occur between Ellipse, HASTUS and ADP.
ADP	Employee timekeeping, payroll and HR employee portal	Data imports and exports occur between Ellipse, HASTUS and ADP.

Future Application/Module	Purpose	Integration Information
Trapeze Real-Time SMS	Real-time bus info for customers by SMS text message	Add-on module to Trapeze TransitMaster available
Trapeze PASS IVR	Automated outbound phone confirmation for paratransit reservation	Add-on module to Trapeze PASS available
Automated bus schedules and real-time arrivals IVR	IVR interface for bus information	Add-on module to Trapeze TransitMaster available
Trapeze Info Web	Real-time bus arrivals on IndyGo.net	Add-on module to Trapeze TransitMaster available
Trapeze Real-Time for Google	Real-time bus arrival information on Google Maps	Add-on module to Trapeze TransitMaster available.

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Trapeze TransitNOW	Individualized real-time alerts via SMS, IVR or email based on customer preferences	Add-on module to Trapeze TransitMaster available
Trapeze Real-time for 3rd party	Open-architecture data feed of real-time vehicle location information	Possible integration with custom-developed, off-the-shelf or hybrid applications for customers and internal users.
XML Feed of Bus Schedules	Streamline production of public timetables for bus schedules	HASTUS, Business Objects, GTFS are source data. Adobe InDesign route brochure is target document.
RSS on IndyGo.net	Users receive updates when new bus schedules available, a news item is posted, or new procurement opportunity is open	Linux/Ruby on Rails Refinery CMS
Employee Intranet	Communicate company news on password-protected intranet	ADP and IndyGo.net website offer possibilities for this platform.
Employee Emergency Communication	Outbound messages via IVR, SMS or email would inform employees of emergency operational changes	Add-on module to Trapeze TransitMaster available
Database and project management tools	For internal departments such as Procurement Contracts	None identified

1.7.2 Contractors Requirements:

- ∞ Professional team of website developers, design architects, programmers, and project managers, with experience in best practices of both browser-side and server-side development
- ∞ Must be able and willing to support existing Linux/Ruby on Rails corporate site and new and existing Windows IIS and .Net applications
- ∞ Must have prior experience developing, deploying (back end) and maintaining a website, including creative/graphic design (front end, final product)
- ∞ Must be available to apply patches/updates and corrections.
- ∞ New web features or reconstruction projects will have a mutually agreeable timeline and approved scope/project cost.
- ∞ Must be available to meet/communicate with IPTC IT personnel as needed
- ∞ Demonstrated process and system for monitoring system failures and administering emergency fixes

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- ∞ Designated project manager on staff for contact

Section 1.8 Bonds, Insurance, and Special Requirements

There is no bond (s) required for this RFP.

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

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

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

a. Workers' Compensation

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

b. Public Liability and Property Damage

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

c. Errors and Omissions Insurance

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

Section 1.9 Evaluation

1.9.1 Evaluation Process:

This is a Best Value Procurement where IPTC reserves the right to select the most advantageous offer by evaluating and comparing all factors as listed in evaluation criteria below. IPTC will appoint an evaluation team consisting of IPTC employees and one subject matter expert from IPTC's contracted advertising firm. Each member of the team will be given a copy of the proposals found to be responsive and responsible and the RFP and will evaluate each proposal against the RFP evaluation criteria. The top ranked firm will be asked to participate in a 45 minute interview and the firm found to be most advantageous to IPTC will be presented to

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IPTC's Board of Director's on February 28, 2013.

1.9.2 Evaluation Criteria:

Experience & Qualifications 25pts:

Firm's capacity to accomplish the services requested in the scope of work

Proposed Project Team 25pts:

List team members assigned to the project, their planned responsibility, and specialized experience and technical competence

Service & Support 20pts:

Provide a descriptive narrative of the firm's problems solving strategies and successes

Past Performance & References 20pts:

A portfolio consisting of at least five (5) of your most complex web projects with brief descriptions and detail of the project scope and should identify if it's an old or existing client. To include contact person name, email, and phone number

Cost Proposal 10pts:

Hourly rate for each of the following services: Consulting, Deployment, Development, and Support of existing corporate website

Section 1.10 Federal Participation: (If applicable)

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

Section 1.11 Reserved Right:

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

SECTION 2.0
VENDOR INSTRUCTIONS

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Section 2.0 Vendor Instructions

2.1 Notice to Vendors

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

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

2.2 Required Responses

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

- ∞ All certifications contained in the package
- ∞ 5 references to include contact information, names, email, and phone
- ∞ Certificate of Liability Insurance
- ∞ Bio or resume of proposed Project Consultants
- ∞ Company Portfolio
- ∞ Price Proposal

Proposals submitted shall be single sided print only in a 3-ring binder or pronged folder, contain an index page, and all sections tabbed accordingly.

2.3 Limitation of Responsibility

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

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

2.4 Vendor Warrants and Sub-Contractor Restrictions

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

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

2.5 Responsiveness and Responsibility Definitions

All offers must be responsible and responsive.

Definition of responsive for submitting parties to this solicitation:

All certifications and forms blanks must be filled in, all offered goods and/or services must conform with the Statement of Work requested, unless an alternate but equal request has been submitted for approval; and all information required in the request for submissions documents must have been completed and submitted in a sealed envelope to conform with the definition of the term, *responsiveness*. Any alteration, erasure, or interlineations of the document may cause the submission to be determined as non-responsive. However, IPTC reserves the right to accept any offer or to reject any and all offers, or to waive any defect or irregularity found in any offer.

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Definition of responsible for the submitting parties to this solicitation:

IPTC may consider among other factors, the Contractors record of integrity, experience, and past performance, its financial status, the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to IPTC, the Federal, State or Local Government(s). In arriving at a determination, IPTC may institute a pre-award survey on any or all vendors. Vendors will be required to cooperate with the pre-award survey team. Failure to cooperate may result in a finding of non-responsibility.

2.6 Taxes

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

2.7 Independent Contractor

The successful vendor shall be considered, and shall accept status as being that of an "Independent Contractor" to IPTC, and shall recognize that they are not an employee or officer of the Corporation.

2.8 Contract Required

The Contract included as Attachment A is that contract proposed for use on this procurement. **The vendor MUST include notification with their response of any exception taken to the proposed contract.** Failure to provide exceptions shall result in the mandatory acceptance of the contract as submitted herein by default.

2.9 Federal Regulations

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

2.10 Required Submissions

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

2.11 Failure to Supply

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

2.12 Notary Seals

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

2.13 Proposals

All proposal should be typewritten, one sided, 8 ½ x 11 format and submitted in a 3-ring binder or pronged folder and should be properly identified by the name of respondent and marked with "**RFP 12-12-104 Web Development**". Proposal should include an index page and each section should be separated by tabs. Boilerplate, glossy, and unnecessarily elaborate proposal are neither expected nor desired. The emphasis of the submission should be in responding to the requirements set forth herein.

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CERTIFICATE OF PROCUREMENT INTEGRITY

(MUST BE RETURNED WITH YOUR OFFER)

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

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

(Insert firm's name)

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

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

Signature of Responsible Officer or Employee

Date_____

Printed/Typed name of Responsible Officer or Employee

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

Section 27 became effective July 16, 1989

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DBE PARTICIPATION FORM

IPTC has set a specific goal for this project. The DBE goal is 5%.

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

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

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

<u>DBE Name and Address</u>	<u>Description of Work</u>	<u>Percent of Dollar Amount of Total Contract Work</u>
---------------------------------	--------------------------------	--

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets)

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

Date: _____

Signature: _____

Name (Print): _____

Title: _____

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

DBE GOAL: 5%

If bidder has indicated on the DBE Participation Form that it does not meet the DBE goal, bidder must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its bid may render this bid non-responsive. IPTC may require that bidder provide additional substantiation of good faith efforts.

Date

Firm and Contact Person

Area of Expertise

1) _____

Response

Date

Firm and Contact Person

Area of Expertise

2) _____

Response

Date

Firm and Contact Person

Area of Expertise

3) _____

Response

Date

Firm and Contact Person

Area of Expertise

4) _____

Response

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CERTIFICATION OF RESTRICTIONS ON LOBBYING

(Must be returned with your offer)

I, _____, hereby certify on behalf of the Indianapolis Public Transit Corporation that:

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

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

The undersigned shall require that the language of this certification be included in the awards documents for any and all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction as imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Executed this _____ day of _____, 20__

By: _____
(Signature of Authorized Official)

(Title of Authorized Official)

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**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
ACKNOWLEDGMENT OF AMENDMENT**

(Must be returned with your Offer)
Proposal # 12-12-104

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

AMENDMENT NUMBER _____ DATED: _____

AMENDMENT NUMBER _____ DATED: _____

AMENDMENT NUMBER _____ DATED: _____

AMENDMENT NUMBER _____ DATED: _____

AMENDMENT NUMBER _____ DATED: _____

AMENDMENT NUMBER _____ DATED: _____

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

(Proposing Company Name)

(Street Address)

(City, State, and Zip Code)

Signature of Authorized Company Official

Date

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CERTIFICATION REGARDING DEBARMENT

(Must be returned with your offer)

To be submitted on all contracts reasonably anticipated exceeding \$25,000.00 in value.

THE UNDERSIGNED PROPOSER, OFFEROR, OR SUBCONTRACTOR ("ATTESTER") CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT:

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

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency.

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

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

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

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

This certification concerns a matter that may be within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, USC.

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

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

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

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

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

(Signature of Authorized Company Official)

Company Name TYPED

(Title of Official, Including Name, Typed)

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CHECKLIST FOR PROPOSAL #12-12-104

(Must be returned with your Offer)

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

 0 % Proposal Bond or certified check required with proposal

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

Proposal Data Check List

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

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

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

If yes, explain:

Certificate Items Required To Be Returned

- * Acknowledgment of Amendments
- * Proposal Check List
- * Certificate of Procurement Integrity
- * Certificate of Restriction on Lobbying
- * DBE Participation form
- * Technical Proposal
- * Correct number of copies (5), and signatures
- * Certificate Regarding Debarment
- * Affidavit of Non-collusion
- * DOT Assisted Contracts Bidders List Certification
- * Cost (Price) Proposal

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

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

Offerors Signature

Company Name

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AFFIDAVIT OF NON-COLLUSION

The undersigned, having submitted a bid, quote, or proposal for **RFP # 12-12-104 Web Development and Support Services**, in accordance with notice given by the Procurement Office of the Indianapolis Public Transportation Corporation and/or its Board of Directors for the purposes or support of the transit services in and for the Consolidated City of Indianapolis, Indiana, for and behalf of him/her self, or themselves, first being duly sworn says:

That said bidder, quoting party, or proposer has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price to be bid by any person, or to prevent any person, or persons, or company from submitting pricing: or to entice any bidder, quoting party, or proposer to refrain from pricing for such supplies, merchandise, service, or contract, and that said bid so made is without reference or regard to any other bid or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

Signed: _____
Proposer or Agent

State of _____ SS:

County of _____

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

My commission expires: _____

Notary Public SEAL

Dated at _____
City State Date

Company Name

Failure to Properly Notarize and Return This Form Will Invalidate Your Bid

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DOT ASSISTED CONTRACTS

BIDDERS LIST

[49 CFR, Part 26]

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

Firm Name: _____

Firm Address: _____

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

General Classification of firm by quantity of employees

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

General Classification of Firm in Age of Existence

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

General Classification by Type

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

General Classification by Annual Gross Income

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

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

Signature Printed Name Date

SECTION 3

Required Federal Clauses and IPTC Clauses

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NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

Where IPTC enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide IPTC, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this

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contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until IPTC, 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).

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between IPTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

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

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

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as

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amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

ENERGY CONSERVATION

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

Termination

For all contracts entered into by IPTC and any contractor or subcontractor for which the amount of costs shall be Ten Thousand Dollars (\$10000) or more, any termination shall be in accordance with the provisions found in **49 U.S.C. Part 18, and FTA Circular 4220.1F**. These provisions shall apply to contracts at all tiers of the project.

TERMINATION PROVISIONS APPLICABLE TO CONTRACTS > \$10,000

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

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

If it is later determined by IPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, IPTC, after setting up a new delivery of performance schedule, may allow the

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Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

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

f. Termination for Convenience of Default (Cost-Type Contracts) IPTC may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of IPTC or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from IPTC, or property supplied to the Contractor by the (Recipient). If the termination is for default, the IPTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to IPTC and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of IPTC the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, IPTC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, IPTC, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or

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affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor 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 IPTC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to IPTC, 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.

CONTRACT TERMINATION, DEBARMENT

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

DISPUTE RESOLUTION > \$100,000

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 (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

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 (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an

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approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

LOBBYING

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

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

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

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of IPTC, 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 IPTC.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of IPTC, 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 IPTC, 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

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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.*.)]

CLEAN AIR / WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to IPTC and understands and agrees that IPTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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%. IPTC's current overall goal for DBE participation is 8 %.

A separate contract goal of 0 % DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as IPTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a specific goal has been established for this procurement, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with bid.

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above with initial proposals (see 49 CFR

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26.53(3)).

If no specific goal is established for this procurement, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Prompt payment mechanisms established by IPTC for DBEs

Prime to pay DBE sub within 5 days of receiving payment from IPTC

Prime to return retainer within 30 days of completion of sub's work

Prime is required to include prompt payment language in sub contract

Failure to carry out prompt payment is considered breach of contract; IPTC will not reimburse prime for work performed by sub unless and until the prime ensures the sub is promptly paid, IPTC will not award future contracts to prime who refuse to pay promptly

A Joint Venture Bidder consisting of one or more DBE parties will be credited with DBE participation on the basis of percentage of the dollar amount of the Work to be performed by the DBE. For example, if such Joint Venture proposes to perform fifty percent (50%) of the dollar amount of the Work quoted at \$1,000,000 and fifty percent (50%) of the Work is to be performed by the DBE Joint Venture partner, DBE participation will be credited as twenty-five percent (25%) of the work or \$250,000.

A DBE Bidder will be credited with minority participation for the portion of the contract, which it performs, and that portion subcontracted to minority firms. For example, if an DBE Bidder proposes to perform a project quoted at \$1,000,000 and subcontracts twenty-five percent (25%) to a majority firm and twenty-five percent (25%) to a minority firm, minority participation will be credited as seventy-five percent (75%) of \$750,000.

A Bidder will receive sixty percent (60%) toward goal attainment for the use of minority suppliers who are not manufacturers, i.e. where a Bidder proposes to purchase \$200,000 worth of construction materials from a minority supplier who did not manufacture the materials, \$60,000 will be credited toward the Bidder's minority participation goal. However, where the minority Supplier is the manufacturer of the product supplied, the Bidder will receive DBE credit of one hundred percent (100%) of the dollar amount of the supply contract.

When a DBE participates in a contract, the value of the work actually performed will be counted as follows:

The entire amount of that portion of a construction contract that is performed by the DBEs own forces. Include the cost of supplies and materials obtained by the DBE for the work on the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE contractor purchases or leases from the prime contractor or its affiliate).

The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service – such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work – toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees

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customarily allowed for similar services.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals if and only if the DBE contractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.

DBE certification does not guarantee that a firm's participation will automatically count toward a contractual DBE goal. For services performed by a DBE firm to count toward a goal, the firm must perform a "commercially useful function." Accordingly, expenditures to a DBE contractor count toward DBE goals only if the DBE is performing a commercially useful function on that contract:

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the entire operation or work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for: (i) Negotiating Prices, (ii) Determining appropriate quality, quantities and delivery schedules, (iii) Ordering the material, and installation there of (where applicable), as well as (iv) Paying for the material itself

To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, along with any other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. Consequently, there cannot be a contrived arrangement established for the sole purpose of meeting DBE goals.

A DBE may lease equipment, as a normal course of business, to increase its capacity or to facilitate services' delivery. A lease must indicate that the DBE has exclusive use of a control over any equipment utilized on the project site or used directly toward the delivery of project services. This does not preclude leased trucks or other heavy equipment from working for others during the term of the lease – with the consent of the DBE, provided that the lease gives the DBE absolute priority for the use of the equipment. Leased trucks must display the name and DOT identification number of the DBE participating on the specified project.

The DBE receives credit for the total value of the services it provides on the contract using equipment it owns or leases, insures, and operates using operators it employs – excepting circumstances outlined in this next paragraph

The DBE who leases equipment from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the services provided by the lessee, since these services are not provided by the DBE.

The DBE may lease equipment from another DBE firm, including an owner-operator who is

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certified as a DBE. The DBE who leases equipment from another DBE receives credit for the total value of the services the lessee DBE provides on the contract.

The DBE may also lease equipment from a non-DBE firm, including an owner-operator. In determining whether a DBE is merely an extra participant in a contract or transaction, examine similar project transactions, particularly those transactions in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, examiners and/or investigators are directed to logically presume that it is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as described above, the DBE may present evidence to the examining entity to rebut this presumption. The original conclusions may be reevaluated relative to the type of work involved and prevailing industry practices in similar markets. Any reevaluation or decision reversal may not, in any circumstance, be construed as an endorsement for failures to rectify, going forward, and the referenced prevailing practices.

Count expenditures with DBE for material or supplies toward DBE goals in the following manner:

Count 100% of the cost of the materials or supplies toward DBE goals if the materials are obtained from a DBE manufacturer. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on its premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.

Count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.

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Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer:

Count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Any portion of the cost of the materials and supplies themselves will not, however, be counted toward DBE goals.

If a firm is not currently certified as an DBE at the time of the execution of the contract, the firm's participation toward any DBE goals will not be counted.

The dollar value of any work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

The participation of a DBE subcontractor toward the prime contractor's DBE achievements or the overall goal will not be counted until the amount being counted toward the goal has been paid to the DBE

A prime contractor may not count participation percentages for any DBE subcontractor, terminated for convenience, whose work it then performs using its own forces or those of an affiliate.

When a DBE subcontractor is terminated for cause, or it fails to complete its work on the contract for any reason, prime contractors must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal originally established for the specified portion of the project.

IPTC may, at any time before or after award, require the Bidder/Contractor to submit additional information to the Owner regarding DBE certification and utilization. Such information may include but not be limited to: (i) Copies of all executed agreements for each DBE engaged to satisfy the participation goals, showing (ii) the name and address of the DBE, (iii) the scope of work to be performed, (iv) the dollar value of work to be performed or furnished by each proposed DBE subcontractor or DBE joint venture partner, (v) acknowledgement and acceptance of the agreement by the DBE.

Questions or Concerns please contact:

Jill Russell, Compliance Officer

Indianapolis Public Transportation Corporation

1501 W Washington St.

317-614-9214, jrussell@indygo.net

INDIANA STATE USE PROGRAM

Indiana's State Use Program (the Program) is a preferential purchasing program in Indiana that

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provides employment and training to individuals with developmental disabilities. The Program works with qualified nonprofit agencies for persons with severe disabilities to provide such products/services.

Enacted by the General Assembly of the State of Indiana, the Indiana State Law IC 5-22-13 for the purchase of products and services of persons with severe disabilities was established. Through this law, a governmental body may purchase supplies and services without advertising or calling for bids from a qualified agency.

Respondent(s) of this proposal should indicate their desire to work with the Indiana State Use Program by contacting Wes Bickers or Dionne Castelli (317.634.4957 or wes@inarf.org, dionne@inarf.org). A written plan of implementation will then be developed and submitted to IndyGo for review.

OFFER OF ASSISTANCE

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

- Identification of qualified DBE's
- Available listing of Minority Assistance Agencies
- Holding of conferences for Scope of Work to emphasize requirements.

All Bidders should be aware of the following Regarding IPTC's DBE Program:

IPTC does not use set-asides or quotas to reach DBE goals/

Bidders are expected to comply with additional requirements relating to DBE participation in other sections of this Invitation For Bids (IFB) as well as provisions delineated in the IPTC General Contract Provisions (Article 243 – Disadvantaged Business Enterprise Participation). INDOT maintains and updates the DBE directory quarterly.

Directory made available to potential prime contractors.

DBE from a state other than Indiana must be registered with Indiana in order for the DBE participation to count towards IPTC's goals.

Contractor unable to meet goal when bidding must provide written proof of Good Faith Effort. This documentation should be submitted to Al Burns (IPTC DBE Officer), and must address the following:

Solicited through all reasonable and available means

Advertised in general circulation and trade association media the sub-contracting opportunities

Contacted DBEs to determine if interested

Selected portions of work to be performed by DBE

Provided interested DBEs with adequate information about contract specs, etc.

Negotiated in good faith with interested DBEs

Offered interested DBEs assistance in obtaining bonding, lines of credit, insurance, equipment, supplies, materials, etc.

Utilized available minority community organizations, contractor groups, local, state and federal DBE assistance offices, and other organizations in the recruitment and placement of DBEs

The Bidder will be required to submit monthly reports on progress towards meeting its DBE

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goal. The report must be completed, and be an accurate reflection of the committed amount and the actual amount spent/paid to the DBE firm(s). The DBE Spend report template is attached.

RECYCLED PRODUCTS

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

FEDERAL PARTICIPATION > \$500,000.00

The resulting contract for the procurement of the requirements specified herein is subject to the applicable terms and conditions of the Master Agreement for Financial Assistance between IPTC and the FTA

ADA ACCESS

Title 49 Subtitle A Part 27 Non Discrimination on Basis of Disability in Programs or Activities Receiving Federal Financial Assistance. [Sec. 27.3 Applicability]

This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives such assistance.

Design, construction, or alteration of buildings or other fixed facilities by public entities subject to part 37 of this title shall be in conformance with appendix A to part 37 of this title. All other entities subject to section 504 shall design, construct, or alter a building, or other fixed facilities shall be in conformance with either appendix A to part 37 of this title or the Uniform Federal Accessibility Standards, 41 CFR part 101-19 subpart 101-19.6, appendix A [44FR 31468, May 31, 1979 as amended at 56 FR 45621, Sept. 6, 1991; 68 FR 51390, Aug. 26, 2003]

(Applicable to construction contracts only) Section 107 (OSHA):

CONTRACT WORK HOURS AND SAFETY STANDARDS

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

GENERAL TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent that FTA determines that transit operations are involved, the Contractor 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 Contractor 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 non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause. 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 sub-recipient for which work is performed on the underlying contract, the Contractor 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 Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS FOR PROJECTS

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AUTHORIZED BY 49 U.S.C.

§ 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized 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 Contractor 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.

CHARTER SERVICE OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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 sub-recipients 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 sub-recipients may not use federally funded equipment, vehicles, or facilities.

BACKGROUND

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

IPTC solicits responses for construction, equipment, and/or services according to the following General Specifications and/or Technical Specifications that generally apply to the product or service requested. The Technical Specifications, and any applicable Special services, will be found in the Statement of Work (Section 2) of this RFP.

BID AND CONTRACT PROCEDURE

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

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If the work is amended, any responder from whom an offer had been received prior to the giving notice of amendment will be entitled to withdraw the submission and resubmit their response in conformance with the changed work.

Where manufacturers, brands, names, model numbers, processes, or other specific items are mentioned in the Scope of Work (Section 2), the words, "Or approved equal" shall be deemed to follow. All items must be furnished as specified unless a responder requests and receives permission to substitute an approved equal. Each request must be made in writing and received at the IPTC Purchasing Department offices during business hours, not less than five (5) working days before the date upon which the submissions are to be opened. Each request is to be accompanied by such samples, technical data, test results, or other information as necessary to demonstrate that the substitute requested is equal to or better than the item that is specified in the Statement of Work. IPTC will give prompt written notice of its response to each submitted request. The decision of IPTC as to the acceptability or non-acceptability of the requested substitution will be at its sole discretion and shall be final and non-arbitrary.

Submittals must be placed in an envelope, marked clearly with the number assigned to the solicitation by the responder before submission to the Purchasing offices. All submissions must be received at the Purchasing Department Office of IPTC located at 1501 West Washington Street, Indianapolis, IN 46222, no later than the date and the time shown in the Schedule of Procurement.

Upon receipt, all submissions shall be date and time stamped. Any submittal received after the time and date specified in this offer, or any amendment thereto, will be returned unopened. No late submission will be considered in the selection process regardless of reason for lateness, including delays by the United States Postal Service.

All submissions received on time will be recorded and witnessed during a public opening of the offer in accordance with the location, date, and time listed herein. No Bid Offer may be withdrawn after the opening. Submitted terms and conditions must be guaranteed for a term of not less than sixty (60) days, or until Board action (if required) whichever is longer. IPTC reserves the right to reject any and all submissions at any time in the procurement process prior to final contract execution. IPTC will examine each offer to determine if the responder was responsive to the solicitation, and if the vendor is a responsible vendor and able to fulfill any potential award.

SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in **29 CFR 5.5(a)(1) through (10)** and such other clauses as the Federal transit Administration may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in **29 CFR 5.5**.

SUPPLIES, MATERIALS, EQUIPMENT, AND/OR SERVICE SPECIFICATIONS

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It is hereby agreed by IPTC that time is of the essence of this Agreement. The contractor shall supply the said supplies, materials, equipment, and/or service in conformance with these General Specifications, and any and all Special and/or Technical Specifications detailed in the Scope of Work (Section 1) of this solicitation.

In the event that the supplies, materials, equipment, and/or services are not delivered or performed by the contractor, a liquidated damage provision in the sum of the difference in cost plus an administrative fee, for IPTC to procure the items or service from the next most desired respondent will be assessed. However any delay in compliance with the terms and conditions of any award or contract resultant from an award shall not result in liquidated damage if such delay is beyond the control of the contractor.

Definitions of delays beyond the control of the contractor:

Delays can include, but are not limited to, Acts of God; Acts of the Federal Government; Acts of the State Government; Acts of a Municipal Governmental Agency; or acts of war by a foreign power. Also beyond the control of the contractor are guarantee restrictions and strikes by labor forces. In every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

If delays are caused by the default of a subcontractor, the assessment of damages against the contractor shall apply.

Comparison, Testing, and Evaluation

IPTC may, during the term of this contract and without liability form the contractor, purchase reasonable amounts of similar "requirements" from competitive suppliers for the purposes of comparison, testing, and evaluation.

IPTC may require submission of samples for testing and evaluation from the lowest submitter(s) prior to the award of a contract. If asked for, the samples must be delivered to the location specified within three (3) business days from the date the request is made by IPTC. Failure to comply with this requirement will eliminate the respondent from further award consideration.

TIME AND CONSIDERATION

Failure to conform to the contractual delivery schedule for goods or services will be cause for IPTC to terminate the contract for default if IPTC chooses to do so. If such failure is deemed to be caused by contractor negligence, the liquidated damages clause of the contract may be applied.

All disputes that might arise under this contract may not be viewed as cause for termination which, if they cannot be resolved between the contractor and IPTC, will be handled through compulsory arbitration by a mutually acceptable arbiter. All contracts in excess of One Hundred Thousand Dollars (\$100000) shall contain provisions for dispute resolution and contractual requirements and conditions governing the legal remedies in contracts where a breach or violation of contract terms occurs. All provisions pertaining to contract dispute resolution found in **FTA Circular 4220.1F** are subject to applicability and execution in this contract. **49 CFR Part 18** also applies. Both **FTA Circular 4220.1F** and **49 CFR Part 18** are hereby included in the contract by reference.

WARRANTIES AND GUARANTEES

The contractor will deliver to IPTC any and all Warranties and Guarantees for the contracted goods and/or services delivered in their hand from a manufacturer or other provider as a result of the contractual arrangement with IPTC.

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The contractor shall warrant concerning the requirement:

Conformance to specifications

Products free from defects, functionally acceptable, of good materials and

Workmanship and suitable for the intended use

No United States or Foreign PATENT infringement

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

The contractor shall not assign nor transfer any interest in this agreement without the prior written consent of IPTC. In addition none of the services covered by this agreement shall be sub-contracted or contracted out, unless proposed that way in the original bid response without the written approval of IPTC

PRICE

IPTC shall pay to the contractor the price(s) stated in the contractors' bid or alternate bid as accepted by IPTC.

All items are to be delivered F.O.B. destination, unless otherwise stated. All transportation costs from the shipping point to the destination shall be paid by the contractor and included in the submitted price. Full responsibility for any damages incurred while in transit shall be borne by the contractor.

INVOICE PAYMENT

Payment terms of the contract shall be NET 30 DAYS except where Cash Discount Terms are requested and included on the Proposal cost sheet by the respondent. Vendor cash discount terms on invoices that offer to IPTC better cash discounts than the Proposal may be accepted. The minimum acceptable payment term is NET 30 Days.

Request for terms of less than this will most probably not be honored unless supported by a need or circumstance that would justify a change in policy on the part of IPTC.

All invoices for supplies, services, materials or equipment shall be submitted to:

Indianapolis Public Transportation Corporation

Attention: Accounts Payables Department

1501 West Washington Street

Indianapolis, IN 46222

Single Offers

If only One (1) offer is received, IPTC is required under the terms of FTA Circular 4220.1F to conduct a cost and price analysis. That analysis will then be submitted to the FTA prior to any award. Vendor is required to hold pricing firm until FTA approval or rejection is received.

Vendors are required to provide for the analysis any requested information. Failure to provide the requested information will result in the vendor being removed from consideration for contract completion.

IPTC reserves the right to accept or reject the submitted offer on the basis of the analysis or comparison alone if it is deemed in the best interest of IPTC to accept or reject.

Indemnity

The contractor shall indemnify IPTC, IPTC's board of directors, and all of its' agents and/or employees, and hold them harmless from all losses, damages, costs, expenses, claims, suits, judgments in law and equity, that may at any time arise, or be set up, by any breach of any

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express or implied warranties arising out of the furnishing of supplies, materials, equipment, and/or services under this agreement; or arising out of any other failure of the contractor to meet the obligations of the contract. IPTC will give the contractor prompt notice in writing of the institution of any suit or proceeding and permit the contractor through his counsel to defend same, and will deliver all needed information, assistance, and authority to enable the contractor to do so.

LABOR PROVISIONS

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

Statement Of Non-Collusion

In submitting a response, the contractor affirms that the Offer is genuine and not collusive or a sham; that said Responder is not financially interested in , or otherwise affiliated in a business way, with any other respondent on the same contract; that said Responder has not colluded, conspired, connived, nor agreed directly or indirectly, with any submitter or person to submit a sham proposal or that such other person shall refrain from Offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the price of this or any other proposal, or to fix any overhead, profit, or other cost element of said Proposal Price, or this or any other submitter, or to secure any advance against IPTC or any persons interested in the proposed contract; and that all statements contained in said Offer are true; and further that such Respondent has not directly or indirectly submitted this Offer or the contents thereof, or divulged information or data relative thereto to any association, or any member or agent thereof. Failure to sign and have notarized the Non-Collusion Affidavit on Form 95 will result in disqualification of this Offer. Contractor further certifies that Non-Collusion as here defined and sworn by his affidavit is in full compliance with the nature and intent of the **Sherman Anti-Trust Act** as amended, the **Clayton Act** as amended, the **Robinson-Patman Act** as amended, and the **Federal Trade Commission Act** as amended.

Interest of Public Officials

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

State, Federal, and OSHA Requirements

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

Funding

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

State And Local Laws

Any contract entered into by Indianapolis Public Transportation Corporation shall be defined by

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the law of the State of Indiana or Local ordinances and Codes of Marion County, State of Indiana. Any dispute shall be tried in a court of competent jurisdiction of Marion County of the State of Indiana. All procurements shall be governed by the applicable regulations of the FTA, the United States Code, or the State and Local law.

BID Protest Procedure

The “Bid Protest procedure” detailed below is an integral part of the IPTC procurement policies. It is provided to ensure fairness to all prospective vendors desiring to compete for business from IPTC and to prepare a response to any solicitation in which IPTC specifies requirements for equipment, material, services, or goods.

General:

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

All protest must include the following minimal information:

1. Business Name, Protestor name, Business Address, and Business phone number.
2. Identification of the solicitation in protest by number.
3. A detailed statement of the legal and/or functional ground under protest, including copiers of the relevant documents.
4. A brief statement of the relief requested.

All protest documents that are received by IPTC shall be stamped with the date and time received and logged into a “Protest File”.

Definitions:

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

1. Days refers to working days of the Federal Government.
2. File or submit refers to the date of receipt by IPTC or the FTA, as the case may be.
3. Interested Party means an actual or prospective bidder or Offeror, whose direct economic interest would be affected by a reward of, or a refusal to award, a contract.
4. Bid includes the term “offer” as used in the context of negotiated procurements as well as the terms “Proposal”, “Submission”, or other terms generally recognized to apply to a formal submission to a request by a business for selection of goods or services.

Protest Before an Award

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

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

If after the submission of offers but *before* the formal award of a contract, any Offeror or vendor

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feels the need to file a protest such protest must be received within Ten (10) days of the scheduled opening of the referenced response.

If “before award” protests are received within the specified time, the Director of Procurement shall request of each vendor submitting a response a certification of the extension of prices and waiver of time to preclude any requirements to re-solicit.

Where a written protest is received against the making of an award, the award shall not be made until five (5) days after the resolution of the protest, unless the Director of Procurement determines that:

The item(s) being procured is critical to business; or

Deliverance or performance will be unduly delayed if there is a failure to award; or

Failure to make a prompt award will otherwise cause undue harm to IPTC or the City, State, or Federal government.

In the event a determination is made that the award is to be made during the five day period, or during the pendency of a protest, the Director of Procurement shall furnish written notification to FTA of the intent to award prior to the award. FTA reserves the right to not participate in any such award.

If such an award is made, the files will contain full and adequate documentation as to the causes and points dictating such decision being made. All persons who are party to the solicitation shall be furnished duplicate copies of all pertinent information with confirmation of the award having been made.

Protest(s) After an Award

Protest against award must be filed with the Procurement Director of IPTC within Five (5) days immediately following the award. The protest will be accepted and logged and all parties shall be advised such a protest has been lodged. If it appears likely that an award will need to be rescinded or an award invalidated and a delay in receipt of goods or services shall result that is not prejudicial to IPTC’s interest, a negotiated agreement to suspend performance shall be sought on a no cost basis.

IPTC shall render through the Director of Procurement, a decision on the protest within fourteen (14) days after the receipt thereof. Notice of that decision will be furnished to all interested parties. If the decision rendered by IPTC is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (“FTA”).

FTA will only review protests regarding the alleged failure of IPTC to have a written protest procedure or the alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of appropriate State or Federal Courts, or local or Federal regulatory agencies. Any protest involving other matters should be filed in agreement with the directions given in particular regulations. See, e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); participation by minority Business Enterprise in Department of Transportation programs, 49 CFR Section 23.73.

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

Protestors are required to file a protest with FTA not more than five (5) days after the rendering

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

Protest filed with the FTA must:

1. Include the name and address of the protestor.
2. Identify IPTC, the project number (if applicable), and the number of the contract solicitation.
3. Contain a statement of the grounds upon which the protest is filed. This should detail the alleged violation, failure, or oversight, and contain full supporting documentation.
4. Include copies of the local protests previously filed with IPTC and the copy of the decision regarding such protest rendered by IPTC.

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

IPTC shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest:

1. A copy of the IPTC Protest Procedure
2. A description of the process followed concerning the protestor's protest; and
3. Any supporting documentation.

IPTC shall then supply copies of the submissions to FTA to the protestor.

The protestor may submit to the FTA any comments on IPTC's submission not later than ten (10) days after receipt of the IPTC submission by the protestor.

When a protest has been timely filed with IPTC before the award of a contract, IPTC shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless IPTC determines that:

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

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

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