

**Request for Proposals
For
Run Cutting Software**

January 7, 2019

Greater Lafayette Public Transportation Corporation

dba CityBus



**1250 Canal Rd
Lafayette, Indiana
Phone: (765) 423-2666
Fax: (765) 742-4729**

Due Date: February 18, 2019, 4:00 pm EST

1.0 Project Overview

CityBus operates a fleet of seventy-two (72) vehicles comprised of fixed route and paratransit vehicles in Lafayette, West Lafayette, and throughout Purdue University. Safety and efficiency are of the utmost importance to CityBus and CityBus is always looking for ways to lower costs.

Run Cutting has been identified as an area with potential to improve efficiency and cut labor costs. As with any new technology the application must transition from the computer screen into real life cost savings. Therefore this procurement will require interested vendors to conduct a demonstration of their software using existing CityBus schedules.

All questions regarding this RFP must be submitted in writing. All questions and answers will be shared with all firms requesting the RFP.

1.2 Project Timeline

Request for Proposals issued: January 7, 2019

Last date for written questions: January 28, 2019

Proposals due at the end of business (4:00 pm EST) on February 18th, 2019

Vendor demonstrations the week of February 11th-15th, 2019

Selection of the vendor at the March Board of Directors meeting

1.3 Project Submittal

CityBus requires three (3) copies of the proposal. Electronic proposals will not be accepted. The proposals are to be sent to the attention to:

Martin B. Sennett
1250 Canal Rd
Lafayette, IN 47904

1.4 Project Evaluation

<u>Criteria</u>	<u>Points</u>
Proven Client Servicing Capability	20
Proven Effectiveness of the Recommended Solution/Functionality	30
Demonstration; Ability to Meet Client Needs, Flexibility of System and Ease of Use	20
<u>Cost</u>	<u>30</u>
Total	100

1.5 Official Point of Contact

The official point of contact for this Bid Solicitation is **Martin Sennett, General Manager** all communications with the CityBus during the procurement process shall be through the official point of contact.

Martin Sennett

Email: msennet@gocitybus.com

Address: 1250 Canal Road

Lafayette, IN 47902-0588

Phone: (765) 423-2666

All communications with the official point of contact shall be in writing. Verbal communications will not be binding. Proponents shall review the Bid Solicitation and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

1.6 Addendums and Notices

CityBus may, at its discretion, amend or supplement the documents for the Proposal Solicitation by addendum at any time prior to the closing date for receipt of Proposals. Changes to the Proposal Solicitation documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and an integral part of the Bid Solicitation. In the event of any conflict or inconsistency in the wording or any issue of interpretation, addenda, when issued, shall, to the extent of such conflict or inconsistency, take priority over the original wording in the documents and any wording in prior addenda.

Upon the issuance of any addendum CityBus shall provide at least five business days between the issuance of the addendum and the closing date for the receipt of Proposals. If a Proponent has already submitted its Proposal to the City and an addendum is subsequently issued by the City the Proponent shall resubmit prior to the closing date for receipt of Proposals the addendum acknowledgment form acknowledging all addenda issued by the CityBus.

1.7 Errors and Omissions

CityBus shall not be held liable for any errors or omissions in any part of this Bid Solicitation. While CityBus has used considerable effort to ensure an accurate representation of information in this Proposal Solicitation, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CityBus, nor is it necessarily comprehensive or exhaustive. Nothing in the Proposal Solicitation is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed herein.

1.8 Reserved Rights

CityBus reserves the right, in its sole discretion, to reject any or all Proposals and to award to a Proponent submitting a Proposal which is not necessarily the lowest.

Without restricting the generality of the statement above, CityBus shall not be required to award or accept any Proposal and may, in its sole discretion, and at any time, choose to cancel the Proposal Solicitation. Thereafter, CityBus may take such steps as it deems fit, in its sole discretion, and may, without limitation and without any liability for so doing, issue one or more revised Bid Solicitations for the Work, complete the Work with its own forces, negotiate with any Proponent or take no further steps.

CityBus reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant. Where CityBus exercises its right to waive herein it may accept the Proposal as submitted or may require the Proponent to correct such issue provided that there shall be no change in the Proposal price.

Where Proposals received exceed the Approved Budget for the Work, CityBus reserves the right to negotiate with the Proponent providing the Best Value where, in CityBus's sole discretion, the changes required to achieve an acceptable Proposal are of a minor nature and will not change the general nature of the Work. No Proponent shall have any rights against CityBus arising from such discussions or negotiations.

1.9 Award

If CityBus chooses to award the Proposal Solicitation, the award shall be to the Proponent having submitted the Proposal which provides the Best Value for CityBus as determined by the scoring of the Proposals in accordance with the evaluation criteria contained herein. CityBus reserves the right, in its sole discretion, to award the Proposal Solicitation in whole or in part to one or more Proponents. The Award of this Solicitation is conditional upon the allocation of sufficient funds by the CityBus Board of Directors.

2.0 FEDERAL CLAUSES FOR MATERIALS & SUPPLIES PROCUREMENTS

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

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. § 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. 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 Purchaser 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.

5. CIVIL RIGHTS and EQUAL OPPORTUNITY

GLPTC is an Equal Opportunity Employer. As such, GLPTC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GLPTC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.
- e. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Overview. It is the policy of GLPTC and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of GLPTC to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. GLPTC shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, GLPTC may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with GLPTC.

Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as GLPTC deems appropriate.

Prompt Payment. Contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from GLPTC.

DBE Participation. All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to have DBE participation or meet the minimum DBE participation goals on this contract, if applicable.

For a list of qualified DBEs please visit the State of Indiana's web site at <http://www.in.gov/indot/2748.htm>.

Please contact the DBE Liaison Officer, (765) 423-2666, if you need assistance.

7. TERMINATION (Contracts > \$10,000)

Termination for Convenience (General Provision)

GLPTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in GLPTC'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 GLPTC to be paid the Contractor. If the Contractor has any property in its possession belonging to GLPTC, the Contractor will account for the same, and dispose of it in the manner GLPTC directs.

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, GLPTC 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 be paid only 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 GLPTC 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, GLPTC, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

GLPTC, 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 GLPTC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from GLPTC setting forth the nature of said breach or default, GLPTC 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 GLPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

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, GLPTC may terminate this contract for default. GLPTC 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 GLPTC.

8. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(Contracts > \$150,000)

Rights and Remedies of GLPTC

GLPTC shall have the following rights in the event that GLPTC deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by GLPTC, the Contractor expressly agrees that no default, act or omission of GLPTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless GLPTC directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, GLPTC will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before GLPTC takes action contemplated herein, GLPTC will provide the Contractor with sixty (60) days written notice that GLPTC considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

Performance during Dispute

Unless otherwise directed by GLPTC, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor 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 AGENCY 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 AGENCY 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 AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Contracts > \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 GLPTC. If it is later determined by GLPTC that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GLPTC, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

10. RECYCLED PRODUCTS

(Contracts > \$10,000/yr for items designated by EPA)

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

11. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS

(Contracts that involve property that may be transported by ocean vessel)

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Contracts > \$150,000)

The Contractor agrees:

- 1) It will not use any violating facilities;

- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. 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.

14. SAFE OPERATION OF MOTOR VEHICLE

- a. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or GLPTC.
- b. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the 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 GLPTC requests which would cause GLPTC to be in violation of the FTA terms and conditions.

16. LOBBYING RESTRICTIONS (Contracts > \$100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 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.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

17. FLY AMERICA REQUIREMENTS

(Contracts that involve property that may be transported by air or foreign transport)

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

18. BUY AMERICA (Contracts > \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. **The contractor must submit to GLPTC the appropriate certification of Buy America (see below).**

The [bidder or offeror] must submit to GLPTC the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____



**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION (GLPTC)
CERTIFICATION OF FTA REQUIRED CLAUSES**

Background

Greater Lafayette Public Transportation Corporation (GLPTC) is funded, in part, by the Federal Transit Administration (FTA), an agency within the Department of Transportation, of the United States of America. Various Federal Statutes and Regulations govern the purchasing procedures of GLPTC. Basic requirements and the associated required documents and responsibilities will be found in **49 CFR 18.36 and in FTA Circular 4220.1F**. The Statutes, Regulations, and Circulars governing the procurements by GLPTC require among other things that purchases be made according to approved plans and specifications, which will become part of the contractual documents between GLPTC and the successful vendor(s).

GLPTC, as a condition of receiving FTA funds, is subject to FTA oversight in the form of a Triennial Review once every three years. (In addition, GLPTC may be subject to FTA oversight reviews in specific areas, including procurement, financial management, civil rights, and drug and alcohol.) During the review, FTA will examine documentation on file to assist in their evaluation of how well GLPTC has met its statutory and administrative requirements. We respectfully request your assistance in this process. Please contact Amy Burnett, Controller/Manager of Administration, with any questions at (765) 423-2666. Thank you.

PLEASE SIGN BELOW:

I certify that _____ (Vendor) will comply with all applicable Federal Transit Administration (FTA) Circular 4220.1F third party contract clause requirements, for the period of __/__/____ – __/__/____. These requirements are available at: <http://www.gocitybus.com/About/Procurement> .

Signature

Date

Printed Name

Vendor should be aware that the contents of the purchase order (PO) constitutes a sound and complete contractual agreement. Additionally, the contractor should be aware of the contents of any certifications and guidelines in addition to the purchase order, that it will be required to execute as required by the Federal Transit Administration (FTA) and Greater Lafayette Public Transportation Corporation.

Failure of contractor to accept these obligations will result in the rejection of its quote, bid, proposal or cancellation of any award. The model clauses set forth in these requirements are adopted and expressly made part of the purchase order, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies and/or GLPTC, and all references to the vendor/contractor shall refer to the party awarded any contract as a result of this procurement transaction.

3.0 Technical Specifications and Product Expectations

CityBus operates a fleet of 73 buses, 86 full time operators, and 11 part-time operators, and covers a service area that includes the cities of West Lafayette, the campus of Purdue University, and the city of Lafayette, Indiana. CityBus provides approximately 4.2 million revenue boardings per year. Specialized ADA Transit Services are provided with a fleet of six mini-buses.

Fixed Route Scheduling processes and Runcutting falls under the responsibility of a single Scheduling Coordinator. The current software in use does not meet business needs and presents the following challenges:

- System is not user friendly and is inefficient, as most tasks need to be completed manually in excel spreadsheets (ie: vehicle movement forms, driver bid forms, payroll values, dispatch sheets)
- Time consuming resource-intensive process;
- Limited reporting capabilities
- Does not provide Operational Management requirements

CityBus is currently offers service in a way that includes a transit hub/ pulse system with timed transfers. The service includes defined bus stop locations, route patterns, schedules and coordination of time points, and an efficient runcutting and rostering solution to expedite the implementation process. Successful implementation of the service improvements will depend on a Fixed Route Software solution that addresses all current challenges, and provides the capabilities outlined in the project objective, scope of work and desired functionality section.

3.1 Project Objectives

The objective of this project is to procure a Fixed Route Software that will provide automated solutions to the scheduling, runcutting and rostering process. At a minimum, the software will provide the ability to:

- Define routes (ie: paths, patterns, nodes, relief points, bus stops and amenities).
- Build trips and schedules
- Blocking with functions to optimize the cost efficiency of the blocks
- Perform a runcutting exercises according to Collective Bargaining Rules and CityBus policies, with the ability to run scenarios by altering parameters without losing work or parameter settings.
- Create work assignment through a rostering process, with the ability to view, compare and analyze the costing summary and violation of union rules.
- Generate reports including Run guides, driver/block paddles, block summaries, run analysis, vehicle pull in and pull outs, system statistics, headways and roster reports. There shall be the ability to create reports and interface with existing CAD/AVL software.

3.2 CityBus Project Team

CityBus will have a Steering Committee (decision making) overseeing the implementation project, as well as a Functional Lead to coordinate and execute tasks in conjunction with a similar role

provided by the Successful Proponent. The CityBus Functional Lead will work together with the Successful Proponent's.

3.3 Proponent's Project Team

CityBus requires a client service team with demonstrated knowledge and experience in implementing the Proponent's software in comparable scope and magnitude as described in this RFP. Preference will be given to Proponents who demonstrate:

- Experienced in Project Management and meeting project milestones
- Experience in the municipal sector, particularly with similar size transit services;
- Experience with implementation for similar modules and scope;
- An understanding of the reporting and compliance requirements of FTA;
- Have implemented their proposed solution in the last two years;

3.4 Proponent's Project Team

The successful vendor will

- a) Provide advanced scheduling software to meet the requirements in project objectives.
- b) Perform operational review, develop and prepare a project plan
- c) Install any required server side software (CityBus will provide a server if hosted on premise)
- d) Incorporate rules into the Software prior to installation (blocking, runcutting, union agreements etc)
- e) Support CityBus Information Technology team in deploying any client software
- f) Execute the migration of CityBus's existing data.
- g) Assist in the configuration and functional testing of the new software.
- h) Coordinate the staff user acceptance testing
- i) Provide on-site training to CityBus Staff
- j) Complete the implementation process within the agreed schedule
- k) Provide fourteen (14) days post go live support

3.5 Travel

Though much of the work can be conducted remotely, CityBus anticipates the Successful Proponent will travel to CityBus for the following tasks:

- Project kick-off and requirement review (1 to 3 business day)
- Training (1 to 5 business days).

Travel expenses are to be provided on the Pricing Bid Form. Please provide a separate travel expense breakdown to demonstrate how you calculated your travel expenses.

3.6 Proposal Content Requirements

Proponent proposals should:

1. Clearly illustrate how the proposed solution meets the Project Objectives stated in the document
2. Provide a project schedule indicating all work will be completed by **April 15, 2019**.
3. Provide the curriculum vitae of the project implementation leads.
4. Provide a detailed breakdown of required CityBus Resources to the project.
5. Generally describe the system functionality as it relates to the Software Desired Functionality section of this document. Discuss whether or not your solution provides the expected functionality, explicitly noting elements not available.
6. Provide a sample system generated operator-friendly schedule for assignment.
7. Describe in detail the proposed training elements that will be initially included. Include a description of the hours of training required, and any limits or restrictions on the people who may attend.
8. Describe any options for additional training, including additional on-site training costs, off-site training availability and any other training options that may be available.
9. Describe all relevant customer support options including; support hours, policies regarding after-hours support (if available), policies relating to system upgrades, and availability of remote support and diagnostics.
10. Describe the proponent's capability to offer consulting services and/or operational assistance.
11. Describe and cost other available products or value-add services. This may include options for digital fare media system, AVL system, flex route scheduling software, operations management software, and other products.
12. Provide information on the pricing model and how the values submitted in the Pricing Bid Form were derived.
13. Provide a travel expense breakdown to demonstrate how the values submitted in the Pricing Bid were derived.

3.7 Software Desired Functionality

CityBus of Greater Lafayette desires the software will have the following functionality. Please add a Y in each box on the right to indicate the feature is available or N if the feature is not available. Optionally, you may wish to provide comments.

Functionality	Available	Comments
1. The system should have a geocoding feature built in, which can be used to geocode:		
1.1. Bus stops		
1.2. Time checks		
1.3. Transfer points		
1.4. Nodes		
1.5. Terminal		
1.6. Other important routing locations		
2. (Technical) The system should have the capability to:		
2.1. Save, retrieve and modify multiple trips, running times, blocks, and routings.		
2.2. Archive data for a later use.		
2.3. Permit editing of all data fields.		
2.4. Allow the user to duplicate and rename schedules.		
2.5. Identify invalid running times, routings, time points, and trips.		
2.6. Allow the user(s) to develop multiple versions of schedules by times and days of the week.		
3. (Routing) The system should have the capability to:		
3.1. Track changes of any service in terms of hours of work and miles of travel by route and location and where applicable, overall cost.		

3.2.	Generate hours of service and mileage, platform and deadhead by route and time of day for each service. The subtotals of these generated values should be able to be presented in summaries by time of day, day of week, for the system as a whole.		
3.3.	Store specific mileage for each routing.		
3.4.	Specify vehicle type on trip, route or block..		
3.5.	Allow route interlining and define interlining pattern before blocking.		
3.6.	Allow the user to define holidays and apply associated schedules.		
3.7.	To manage seasonal or inactive runs, routes, and routings.		
3.8.	Allow the user to define some trips or blocks as fixed and to not include them when automatically optimizing or assigning blocks.		
3.9.	Define the direction of travel at time points.		
3.10.	Associate a bus stop, time point, or terminal with respective identification numbers and geocoding information.		
3.11.	Allow inbound only trips.		
3.12.	Allow outbound only trips.		
3.13.	Allow trips starting at a designated starting point.		
3.14.	Allow routes that operate in a one direction loop where the origin and destination points are the same.		
3.15.	Allow the user to edit, delete, invert, and modify time points.		
3.16.	Allow the user to modify time points where the scheduled trips already exist.		
3.17.	Any timing point modifications will trigger the program to update scheduled trips automatically.		

Functionality**Available
Yes / No****Comments**

3.18. Accommodate multiple routings, including slight variations and additional branches for a given route at a given time.		
3.19. Create, delete, and update all routing related information, timetables, and data.		
3.20. Notify the user when a route is not assigned or is missing a running time.		
4. (Running time features) The system should have the capability to:		
4.1. Allow different running times by day of week, day of year, or time of day.		
4.2. Maintain running time overrides between subsequent schedules.		
4.3. Generate a report that shows the running time overrides.		
4.4. Show distance between time points and average speeds in MPH between time points.		
4.5. To show distance, time, and speed of deadhead trips.		
5. (Headway creation, blocking trips, and assignment features) The system should have the capability to:		
5.1. Connect trips manually or automatically.		
5.2. Sequence trips in a logical progression on screens and reports.		
5.3. Automatically calculate the required number of vehicles through the connection of trips.		
5.4. Automatically connect trips based on recovery time parameters.		
5.5. To analyze connection times at transfer points and nodes between multiple routes.		
5.6. Hook or unhook connected trip series.		
5.7. Unhook all trips at one time.		
5.8. Have the user override routing and running times to build trips.		

Functionality	Available	Comments
5.9. Report the overridden items.		
5.10. Freeze finalized versions of the schedule.		
5.11. Add notes to a trip or specific time point or multiple time points on a trip that will show up on the drivers paddle.		
5.12. Select and print trip information for multiple trips.		
5.13. Connect trips using all (or a combination of) the following:		
5.13..1. One route at a time		
5.13..2. Multiple routes at a time		
5.13..3. Individual trips		
5.13..4. Trips of a specific run time		
5.13..5. Trips of a specific route		
5.13..6. Unconnected trips from another route		
5.13..7. Specified interlines		
5.14. Produce summary statistics by time of day by the following		
5.14..1. Revenue time		
5.14..2. Mileage		
5.14..3. Layover time		
5.14..4. Recovery time		
5.14..5. Deadhead time		
5.14..6. Deadhead mileage		
5.14..7. Total time		
5.14..8. Total mileage		
6. (Runcutting) The system should have the capability to:		

Functionality	Available	Comments
6.1. Have multiple versions of a schedule.		
6.2. Allow the user to select which schedule version to runcut.		
6.3. Automatically cut runs and calculate pay times based on parameters set by the user regarding collective bargaining agreement.		
6.4. Cut runs based on day of week variations.		
6.5. Add open work to already cut runs.		
6.6. Provide financial statistics relating to the run cuts at any given point in the process.		
6.7. Cut runs by node.		
6.8. Cut runs based on the appropriate designated break/meal time parameters in the collective bargaining agreement.		
6.9. Cut runs with interlining.		
6.10. Cut runs without interlining.		
6.11. Take into account travel and deadhead times between routes and to and from relief points.		
6.12. Have manual adjustments to a run cut to be made at any given point in time.		
6.13. Calculate staffing requirements for periods of time.		
6.14. Allow the user to modify rules built into the software without reprogramming or requiring assistance.		
6.15. Create hypothetical scenarios based on changes in the rules (collective bargaining agreement rule changes) without affecting any existing file.		
6.16. Prevent concurrent modifications to individual run cuts.		

6.17. Determine whether deadhead or travel time is less costly than providing reliefs and whether extra overtime is less costly than more staff.		
6.18. Optimize a runcut.		
6.19. Cut runs for special events.		
6.20. To keep track of vehicle movement and create a schedule displaying the movement of shuttle vans and buses.		
6.21. Warn the user when manually blocking if certain predefined parameters (from the collective bargaining agreement) or layover, travel time, etc. requirements are not met.		
6.22. To allow for varying report times according to the time of day and/or the destination of travel.		
6.23. To provide reports for any run cuts and statistics generated by each run cut.		
7. (Rostering) The system should have the capability to:		
7.1. Perform a roster style schedule.		
7.2. To develop rostered work that is based on any one or combination of the following.		
7.2..1. Start time		
7.2..2. End time		
7.2..3. Crew		
7.2..4. Route		
7.2..5. Type of work		
7.2..6. Total weekly pay		
7.2..7. Full days of work		

Functionality**Available
Yes / No****Comments**

7.3. Accommodate work rules and regulations related to rostered work		
7.4. Automatically assign days off for rostered work based on the work rules (collective bargaining agreement).		
7.5. To manually assign days off.		
7.6. To manually adjust rostered work.		
7.7. Calculate weekly pay for rostered work.		
8. (Output) The system should have the capability to:		
8.1. Create and export a file that can be Directly imported into TripsSpark, Streets, without additional formatting or manipulation		
8.2. Work in harmony with TripSpark Streets Detour Manger.		
8.3. To produce operator-friendly driver paddles that are customizable and will have the ability to include comments at specific timing points.		
8.4. To produce output documents that should be able to integrate with Microsoft Office (Word, Excel, etc.) and should be able to be saved in a .pdf format.		

CITYBUS RFP- RUN CUTTING SOFTWARE

Pricing Bid Form

Total Price of Project Proposal: \$_____

Breakdown of project costs:

Basic Training \$_____

(Cost per day of additional training if requested) \$_____

Travel \$_____

License Fees \$_____ *initial* \$_____ *annual*

Miscellaneous \$_____

ADDITIONAL INFORMATION & COMMENTS: _____

