

Request for Proposal

IndyGo Access Paratransit Maintenance & Operations

September 10, 2024

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
9503 East 33rd. STREET
INDIANAPOLIS IN 46235
PHONE
(317) 614-9281

General Guidelines:

This document is intended to assist prospective vendors in successfully making a proposal for the work contemplated herein. Vendors 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, date, and return such attachments.
- IPTC demonstrates a continued commitment to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE, DOBE) businesses by promoting contracting opportunities for vendors certified by the City of Indianapolis Office of Minority and Women Business Development (OMWBD) and MBE, WBE, and VBE businesses certified with the Indiana Department of Administrations Division of Supplier Diversity within public transit.
- The Indianapolis Public Transportation Corporation (IPTC) ensures that the Disadvantaged Business Enterprises (DBEs), 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. If there is any evidence or indication that two (2) or more vendors are in collusion to restrict competition or are engaged in anti-competitive practices, the submissions of all such vendors shall be rejected; and the evidence may be a cause for disqualification of the vendors in any future IPTC procurement.
- IPTC reserves the right to reject any and all responses to this solicitation.
- IPTC is under no obligation to award a contract to any vendor responding to this solicitation and reserves the right to withdraw any award notification made before entering into a contract.
- Contact IPTC’s procurement department at Procurement@IndyGo.net with any questions.

PROCUREMENT SCHEDULE

RFP 24-03-499

IndyGo Access Paratransit Maintenance & Operations

Solicitation Release	September 10, 2024
Pre-Proposal Meeting (In-Person with Site Visits)	September 24, 2024, at 10:00 AM EST
Written Questions Due	September 30, 2024, 5:00 PM EST.
Answers to Written Questions Provided	October 7, 2024, by EOD
Proposal Due	October 23, 2024, by 5:00 PM EST
Interviews (if needed)	TBD.
IPTC Board Meeting	November 21, 2024 IPTC Board Room 11:00AM EST
Notice of Award	November 22, 2024

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

Table of Contents

SECTION 1..... 6

Section 1. Introduction..... 7

Section 1.1 Background of Indianapolis Public Transportation Corporation (IPTC):..... 7

Section 1.2 Project Overview: 7

Section 1.3 Term of Engagement:..... 9

Section 1.4 Pre-Proposal Meeting: 9

Section 1.5 Solicitation Submittal: 10

Section 1.6 Statement of Work: 10

 1.6.1 INDYGO ACCESS OPERATIONS 10

 1.6.2 IPTC’s CALL CENTER VENDOR & CERTIFICATION VENDOR FUNCTIONS—
 INFORMATIONAL PURPOSES ONLY 14

 1.6.3 MAINTENANCE PROGRAM 15

 1.6.4 INSPECTIONS & AUDITS 19

 1.6.5 PERSONNEL 19

 1.6.6 PRICING..... 23

 1.6.7 SERVICE AND PERFORMANCE INDICATORS 24

 1.6.8 FARES 25

 1.6.9 VEHICLE & FLEET INVENTORY 26

 1.6.10 RISK AND SAFETY PLAN..... 27

 1.6.11 SERVICE ADMINISTRATION AND REPORTING REQUIREMENTS..... 31

Section 1.7 Experience Requirements: 32

Section 1.8 Proposal Requirements: 32

Section 1.9 Evaluation Process: 33

Section 1.10 Bonds, Insurance, and Special Requirements:..... 35

Section 1.11 Federal Participation: 35

Section 1.12 Reserved Right:..... 35

Section 1.13 Business Enterprises: 35

Section 1.14 Access to Public Records Act (APRA):..... 36

Section 1.15 Disadvantaged Business Enterprises (federally Funded):..... 36

Section 1.16 Diversity Commitment and Equal Opportunity:..... 36

Section 1.17 Requirements for Security Threat Assessment (Criminal Background Checks): 36

SECTION 2 VENDOR INSTRUCTIONS 38

RFP 24-03-499 (IPTC) IndyGo Access Paratransit Maintenance & Operations

Section 2. Vendor Instructions 39

Section 2.1 Notice to Vendors:..... 39

Section 2.2 Vendor Registration with Bonfire: 39

Section 2.3 Required Responses:..... 39

Section 2.4 Solicitation Written Questions/Answers:..... 39

Section 2.5 Limitation of Responsibility: 39

Section 2.6 Vendor Warrants and Sub-Vendor Restrictions:..... 39

Section 2.7 Responsiveness and Responsibility Definitions: 40

Section 2.8 Taxes: 40

Section 2.9 Independent Vendor: 40

Section 2.10 Contract Required: 40

Section 2.11 Federal Regulations: 40

Section 2.12 Failure to Supply:..... 41

Section 2.13 Proposal and Contract Procedures: 41

Section 2.14 Required Certifications: 41

Section 2.15 Protest Policy 41

Additional Attachments:

EX.A – Full System Map

EX.B – Premium Service Beyond ADA

EX.C – Holiday Schedule 2024

EX.D – Paratransit Rider (customer) Guidelines

EX.E – Fleet Inventory

EX.F – Staffing Matrix

EX.G – Fare Passes

EX.H– Collective Bargaining Agreement (CBA) April 2022-April2025

EX.I – Performance Guarantees

EX.J – Estimated Vehicle Revenue Hours

EX.K– Performance Indicators 2023

Proposal Cost Form

Owner-Provider Professional Services Agreement Template

SECTION 1
INTRODUCTION & STATEMENT OF WORK

Section 1. Introduction

Section 1.1 Background of Indianapolis Public Transportation Corporation (IPTC):

The Indianapolis Public Transportation Corporation (IPTC), which does business as IndyGo, is a municipal corporation established and operating pursuant to the Indiana Urban Mass Transportation Act of 1965, which is codified at Indiana Code 36-9-4. The corporation was chartered by ordinance adopted by the Indianapolis-Marion County City-County Council pursuant to the Act to provide public transportation in Marion County, which is codified at Indianapolis-Marion County Revised Code Sections 116-401 – 116-505.

IPTC’s funding is derived from multiple sources, including federal assistance through the Federal Transit Administration (FTA), state funds through the Indiana Department of Transportation (INDOT), and from local funds including property tax, local income tax, and passenger fare revenue.

IPTC has more than 900 employees, the majority of which are represented by the Amalgamated Transit Union (ATU), and its annual operating budget is approximately \$138 million, subject to the approval of the City-County Council.

IPTC is led by a Board of Directors consisting of seven (7) members, four (4) appointed by the City-County Council and three (3) appointed by the Mayor of Indianapolis.

IPTC functions on an operational basis under the rules and regulations of the United States Department of Transportation (USDOT), through the FTA, applicable Indiana statutes, ordinances adopted by the City-County Council, and directives from its Board of Directors. The Board of Directors has management oversight of IPTC, and it develops policies regarding the operation, contracts and procurement, safety, financing, and organizational structure of the Corporation.

Section 1.2 Project Overview:

IndyGo Access, a demand response service, provides ADA and non-ADA trips as a shared-ride, origin-to-destination service for certified customers. Trips are available within the defined service area during all fixed-route hours, regardless of proximity to the ADA corridor, with requests required one to three days in advance. Door-to-door service will be made available based on the customer’s need for assistance and the appropriate legal requirement.

1.2.1 IndyGo Access Service Divisions

The following information is being provided in order to clarify the division of duties that comprise IndyGo Access. The three (3) divisions and a summary of their functions are listed below:

- a. **Paratransit Operations and Maintenance** The contracted vendor for these functions is responsible for the overall operations and maintenance for IndyGo Access. **(Vendor will be awarded based on this solicitation. RFP 24-03-499)**
- b. **Eligibility and Certification Determinations** The contracted vendor for these functions is responsible for determining eligibility and supplying certification for

paratransit customers. (Current vendor is MTM Transit)

- c. **Call Center Services**--The contracted vendor for these functions is responsible for direct communication with IndyGo Access customers. **(Vendor award based on future solicitation RFP 24-05-500)**

An RFP for the Call Center will be a separate procurement.

The service area spans approximately 400 square miles, covering all of Marion County, Indiana, with some locations extending beyond the county line. IPTC treats ADA and non-ADA trips equally, aiming for zero denials for ADA trips. Services will follow criteria set by IPTC, without restrictions on trip numbers or prioritization based on purpose, in compliance with the ADA. Eligible passengers may face separate policies and fares as determined by IPTC.

IPTC intends to award a multi-year contract effective January 1, 2025, fostering a long-term partnership focused on quality, customer satisfaction, and operational efficiency.

IPTC seeks the following for IndyGo Access Paratransit Operations and Maintenance Vendor:

- 1) A vendor to deliver high-quality service to individuals with disabilities, focusing on expertise and innovation to enhance staff quality and efficiency. Customer-oriented service is essential, and professional employees trained in service sensitivity are critical for IndyGo Access passengers.
- 2) A Vendor capable of working with unionized employees in accordance with all applicable collective bargaining agreements. The Vendor must be able to effectively collaborate with union representatives to ensure that all hired, managed, or assigned union employees are treated in compliance with the terms of the CBA. Additionally, the Vendor should demonstrate the ability to engage in good-faith negotiations with union leadership regarding workforce assignments, responsibilities, and any potential disputes, while ensuring full adherence to labor laws and regulations. For reference, the applicable CBA is attached as Exhibit H.
- 3) A vendor who agrees to the performance-based incentives and liquidated damages outlined in Exhibit I. By submitting a proposal, the vendor acknowledges and accepts these terms, including both incentives for exceeding standards and damages for not meeting performance requirements.
 - a) All monetary amounts listed in Exhibit I based on a daily count is measured using calendar days.
- 4) The vendor will occupy the IPTC-owned facility at 2425 W. Michigan Street and the East Campus at 9503 East 33rd Street, in Indianapolis. Occupancy may change at IPTC's discretion. These locations will house revenue and non-revenue vehicles, administration, on-site staff, vehicle maintenance, and resources for efficient paratransit services.
- 5) A consistent management team must be maintained throughout the contract. Operators should efficiently meet individual service demands while remaining flexible to changing conditions like traffic and weather.
- 6) Optimal routing and scheduling are required, with travel times not exceeding two hours on no more than 0.1% of days. ADA trips should not exceed 1.5 times comparable fixed-route travel times, and all trips should be scheduled to not exceed 60 minutes for up to 15 miles and 80 minutes for distances over 15 miles.

- 7) The vendor will oversee personnel for vehicle and operator availability, schedule adherence, and operational issues.
- 8) The vendor will collaborate with IPTC on policies and procedures for consistent operations. Furthermore, IPTC expects the vendor to recommend operational changes as identified.
- 9) The vendor will ensure customers are transported in a comfortable, clean, safe, and secure vehicle.
- 10) On service days, the dispatch team and operators will communicate via tablet and radio to ensure timely schedule adjustments. The vendor will perform manifest reconciliation to align service with Ecolane software information.
- 11) The vendor must provide a mobilization schedule with their proposal detailing all resources needed for uninterrupted service from the start date.
- 12) All entities performing contracted or subcontracted services specified in this project will be required to fully comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990. In addition, vendor will comply with the following: the Federal Transit Administration (FTA) requirements, all local, state, and federal rules and regulations, and IPTC policies and procedures.
- 13) In the event that there is a change in service provider, the vendor will collaborate with RATP DEV (current vendor) to provide uninterrupted service for paratransit customers.
- 12) Vendor must be able to train employees to perform the required services. If necessary, the vendor will coordinate with RATP DEV to arrange suitable training dates.
- 13) Vendor will participate in regularly scheduled meetings to discuss operational objectives, current issues, and strategic planning.
- 14) The vendor is expected to collaborate with IPTC to develop procedures that establish methods of cost reduction without compromising service quality.
- 15) Vendor must be capable of modifying services as needed to meet the evolving needs of IndyGo Access customers.

Section 1.3 Term of Engagement:

The contract term will be three (3) years with two (2) one-year options, exercisable by IPTC. Services are expected to commence on March 1, 2025. The contract will be effective January 1, 2025, and the newly assigned General Manager will need to be working on-site starting on Monday, January 6, 2025.

Section 1.4 Pre-Proposal Meeting:

There will be a pre-proposal meeting on Tuesday, September 24, 2024, at 10:00 AM EST. The meeting will take place in person at the following address. Send any questions to Procurement@IndyGo.net.

IPTC East Campus – Board Room
9503 E 33rd St, Indianapolis, IN 46235.

The purpose of the meeting is to provide prospective vendors with a formal opportunity for clarification of baseline technical requirements, procurement methods and procedures, terms and conditions, and other issues related to the procurement. Participation in the pre-proposal meeting is not mandatory but is highly recommended.

Any information given to prospective vendors concerning this RFP will be furnished to all

prospective vendors as an addendum that will be posted on indygo.bonfirehub.com. Receipt of an addendum by a vendor must be acknowledged on the Acknowledgement of Addendum form

Section 1.5 Solicitation Submittal:

All proposals must be submitted prior to **Wednesday, October 23, 2024, at 5:00 PM EST**. Late proposals will not be accepted.

Section 1.6 Statement of Work:

1.6.1 INDYGO ACCESS OPERATIONS

1.6.1.1 VENDORS'S RESPONSIBILITIES

The following list highlights key items IPTC expects from the vendor:

- 1) Facility Responsibilities
 - a) **Offices at 2425 W. Michigan.**
 - i) Vendor must perform daily janitorial duties.
 - ii) Vendor must maintain and stock all restroom supplies
 - iii) Vendor must clean vehicle maintenance and storage areas.
 - iv) Vendor may use the automatic bus washer.
 - (1) The vendor is responsible for cleaning and maintaining the bus washer.
 - b) **Offices at 9503 E 33rd St**
 - i) Facility maintained by IPTC, including standard janitorial services and customary restroom supplies.
 - ii) Facility maintenance requests must be submitted to IPTC in writing.
 - c) Vendor is financially responsible for all repairs stemming from vandalism, misuse, and/or neglect
- 2) The vendor must perform all services and repairs on IPTC-owned vehicles at IPTC facilities unless approved in advance by IPTC.
- 3) The vendor is financially responsible for all multilingual language services to meet Title VI guidelines.
- 4) Notify the IPTC Project Manager or designee immediately of vehicle accidents, passenger accidents/injuries, or other major/minor incidents.
- 5) Reporting and record-keeping include but are not limited to, operating records, National Transit Database (NTD) reports (submitted monthly to IPTC), trip data, manifests, operating hours, miles, passenger counts, late trip cancellations, no-shows, missed trips, on-time performance, random NTD samples, vehicles in service, revenue and non-revenue miles, Personal Care Attendant (PCA) and companion transport, and taxi usage if applicable. Vendors must comply with all data requests, even though IPTC handles NTD reporting.
- 6) Vehicle maintenance complaints must be investigated within 24 hours,
 - a) All necessary repairs must be completed promptly.
- 7) Collecting proper fares from each customer, and companions transported under procedures set forth by IPTC. Vehicles are not equipped with fare boxes. Customers must pay the fare to the operator either by cash (exact change) or ticket.
- 8) Purchase of all office supplies for vendor personnel including, but not limited to, operator clipboards, operator map books, fare collection pouches, writing instruments, copy paper, etc.,
- 9) The vendor is responsible for purchasing and maintaining software (e.g., Microsoft Office,

maintenance software).

a) Dispatch software (Ecolane) will be provided by IPTC.

10) Maintaining a lost and found service for items left on vehicles in coordination with IPTC.

11) The vendor is responsible for paying all wages, benefits, employment and payroll taxes for their employees

12) The vendor must provide current and active workers' compensation insurance for all employees.

13) Vendor must have an approved Risk & Safety Plan on file with IPTC.

14) The vendor is responsible for all vehicle maintenance including all major repairs.

a) Failure to maintain vehicles will result in IPTC selecting a contractor to perform repairs at the vendors' expense.

15) The vendor is financially responsible for any accident damages to IPTC-owned vehicles regardless of preventability.

a) Vehicles five (5) years old or less vendor must pay IPTC the replacement value.

b) Vehicles over five (5) year old vendor must pay IPTC the fair market assessment.

c) All payments must be paid to IPTC within 30 calendar days of completed fair market assessment.

1.6.1.2 PROVISION OF SERVICE:

1) Demand Response Trips:

a) Vendor shall transport ambulatory, transferrable wheelchair, and non-transferrable wheelchair (i.e., electric wheelchair, scooter) paratransit customers (origin to destination) in accordance with IPTC approved policies and in the most courteous, safe, and efficient manner possible.

2) **Transfer Trips:** IPTC may establish “transfer points” at transit center/hub locations, where customers are brought to transfer onto other transit vehicles or modes to consolidate transportation demand.

3) Hours of Service:

a) Paratransit Services are provided seven (7) days a week. During equivalent hours of fixed-route operations, the service area may expand and diminish with changes in the fixed-route service amount. The Vendor shall ensure that qualified, capable, and experienced staff and supervision are available during all hours of operations. Vendor’s failure to do so will be a breach of service.

4) Holiday Service:

a) Holiday Service generally offers a reduced level of trips in a smaller service area in correlation with our reduced fixed-route service area. The number of runs to be operated is determined the week before the holiday and will reflect a comparable level of service provided on the fixed-route bus system.

b) Holiday Service is provided to fixed route and paratransit customers. IPTC currently observes ten (10) holidays but recognizes the following six (6) IPTC-recognized holidays per year to provide reduced service.

5) Vendor Work Stoppage Plan:

a) The Vendor will provide a comprehensive work stoppage plan with proposal submittals. The plan should include all aspects necessary to perform the Scope of Service, including all the essential elements and resources required to guarantee uninterrupted service on the date established for Vendor service to begin and continue for term of contract.

1.6.1.3 SERVICE AREA

- 1) IndyGo Access ADA Service: The ADA-qualified service area is within $\frac{3}{4}$ mile of a fixed-route bus line, with operating hours aligned with fixed-route service.
- 2) IndyGo Access Non-ADA Service: Locations over $\frac{3}{4}$ mile from a fixed-route bus line or outside fixed-route hours are considered non-ADA. The vendor must be at an IPTC-approved location to reduce deadhead mileage.
- 3) Paratransit Customer - Origin to Destination Service: Each customer may travel with one registered Personal Care Attendant (PCA) and one companion. IPTC may approve requests for additional companions based on space. The PCA and companion must travel from the same origins and destinations as the eligible customer.
- 4) Service Hours/Peak Hours: Paratransit service hours align with IPTC's fixed-route bus services, with current IndyGo Access hours as follows:
 - a) Weekdays: 4:13 a.m. to 1:00 a.m.
 - b) Saturdays: 5:48 a.m. to 1:00 a.m.
 - c) Sundays/Holidays: 6:15 a.m. to 10:00 p.m.
- 5) Up to sixty-three vehicles operate during peak hours (5-9 a.m. and 2-6 p.m.). Qualified vendor staff must be available during all operation times including weekends and holidays.
- 6) Advertising on Exterior and Interior of Vehicles: IPTC may require the Vendor to allow contractor(s) contracted by IPTC access to all vehicles assigned to this contract to install and remove advertising materials. All advertising materials will meet uniform size requirements and follow IPTC's advertising policy (all advertising materials are subject to IPTC approval before being installed).

1.6.1.4 IPTC'S RESPONSIBILITIES:

IPTC will be responsible for the following:

- 1) Provide and maintain the facilities at 9503 E 33rd Street.
- 2) Provide the facilities at 2425 W. Michigan Street.
- 3) Provide vehicle security camera equipment.
 - a) Including service charges
- 4) Cover all utility payments at IPTC facilities: gas, electric, water, sewer, internet, telephone and non-hazardous waste removal.
 - a) Note: The vendor will be required to provide any additional technological needs.
- 5) Supply necessary furniture for IndyGo Access service delivery operations.
- 6) Provide standard business equipment (e.g., fax machines, copiers).
- 7) Determine and provide the number of necessary revenue vehicles.
- 8) Plan and execute community outreach.
 - a) Vendor participation encouraged
- 9) Set fares and related policies.
- 10) Sell fare tickets.
- 11) Maintain reservation and scheduling equipment
- 12) Provide snow and ice removal in the parking lot and main entrance points.
- 13) Perform grass-cutting and landscaping around the facilities.
- 14) Clean oil/water separator as needed.
- 15) Provide radio equipment.
- 16) Provide wireless technology to maintain tablet connections
 - a) Cover all airtime and data charges for tablet downloads.

1.6.1.5 BASIC OPERATIONS OUTLINE FOR DAILY SERVICE:

- 1) The vendor will have an on-site scheduler(s) to adjust trips for better productivity and customer satisfaction.
- 2) Dispatch will adjust daily schedules to improve productivity, updating manifests electronically.
- 3) Dispatch must ensure customers are picked up within thirty (30) minutes of their scheduled time (the “Pick-up Window”). Dispatch may reassign trips if operators are one (1) minute behind or more than thirty (30) minutes ahead of schedule.
- 4) Operators must notify Dispatch in the following cases:
 - a) Cancel at Door - A cancellation occurs when the operator arrives at the pick-up location within the Pick-up Window and the customer declines to travel.
 - b) Passenger Not Ready - If the operator contacts the customer within the Pick-up Window and the customer is not ready to board within five minutes of the Pick-up Window, the trip is canceled at the door.
 - c) Customer No-Shows - If the operator arrives within the 30-minute window and cannot contact the customer after five minutes, they must log this occurrence with Dispatch.
 - d) Road Service Calls –. Road calls include failures affecting scheduled revenue trips during deadheading and layovers.
- 5) If an operator arrives at a pick-up location before the Pick-up Window and the customer is ready to depart early, the vehicle may leave with the customer on board.
 - a) Operators cannot require customers to depart prior to the Pick-up Window.
- 6) During technical difficulties where the Mobile Data Terminal (MDT) does not reliably record vital trip information, operators must communicate this information to dispatch for manifest reconciliation. The vendor must reconcile missing data in Ecolane within two (2) business days.
- 7) Scheduled runs cannot begin or extend beyond established times without prior approval from IPTC.
- 8) In the event of an accident or incident, operators must contact Dispatch immediately. Depending on the severity dispatch will notify the appropriate authorities and IPTC's first responders. Dispatch will also coordinate the transfer of passenger trips or activate additional runs as needed.
- 9) **Travel Time Policy:**
 - a) Operators will contact dispatch if any customer's time onboard the vehicle exceeds sixty-one minutes. The Dispatcher will offer directives to expedite the trip's completion. Vendors must provide a written report for any such trips detailing corrective actions taken to prevent similar occurrences for customers in the future.
- 10) **Fare Policy:**
 - a) All IndyGo Access fares for individual customers must be paid by cash (exact change only), tickets, MyKey Card, or the fare-balance program at boarding, and allow visual confirmation of a valid ADA Paratransit Eligibility identification MyKey card. The current cash fare is \$3.50 per one-way trip, which may change during the contract duration. This fare does not include Premium Service fares beyond ADA requirements. Vendors retain the cash fares collected, which are credited against monthly invoiced services based on the cost per revenue hour. Accurate fare accounting is essential, and vendors' fare processes are subject to monitoring, review/editing by IPTC, and full audits at any time.

1.6.2 IPTC's CALL CENTER VENDOR & CERTIFICATION VENDOR FUNCTIONS— INFORMATIONAL PURPOSES ONLY

The information related to the IPTC Call Center and Vendor Certification Functions is for information, knowledge, and understanding of how the vendors must work together to provide a premium service to IPTC's customers.

(No charges should be added to vendor's proposal for call center services or certification functions. As reminder, call center services will be procured in the near future in a separate solicitation.)

1) Reservation Policy: (Call Center Vendor Function)

- a) Customer reservation calls are accepted seven (7) days a week: Monday - Friday from 6 A.M. to 6 P.M., and Saturday - Sunday from 7:00 A.M. to 4:00 P.M. IPTC reserves the right to change this schedule. Reservations can be made from one (1) to three (3) days in advance.
- b) Currently, service is not prioritized, but vendors should be prepared to provide service if priorities change. IPTC may modify or eliminate non-ADA services to ensure ADA compliance.

2) Subscription Service Policy: (Call Center Vendor Function)

- a) The subscription service is unlimited and tracked hourly for any ADA-mandated trip denied in the previous month. IPTC may modify or cancel subscription services to maintain ADA compliance.

3) Eligibility Policy: (Certification Vendor Function)

- a) Applicants for IndyGo Access service must attend an in-person interview and physical assessment at the Mobility Solutions Services building, with round trips provided at no cost. IndyGo Access is only available to those eligible for ADA paratransit due to disabilities preventing the use of fixed-route service. The Certification Vendor maintains a customer database to track eligibility conditions and ensures trip requests align with individual customer eligibility status.

4) Visitor Policy: (Certification & Call Center Vendors Functions)

- a) IPTC provides twenty-one (21) days of ADA paratransit eligibility within twelve (12) months to those qualifying for ADA services. The Certification Vendor will schedule visitor service based on ADA criteria for those asserting eligibility. IPTC will verify and document the required eligibility certification before providing service. The Call Center Vendor will track visitor usage to ensure compliance with the 21-day limit; any service beyond this will require IPTC eligibility certification.

5) Personal Care Attendants (PCA) Policy: (Certification Vendor Function)

- a) An IndyGo Access customer may be certified to have a Personal Care Attendant (PCA). A PCA helps the customer with trip-related tasks, including boarding and alighting from the vehicle. The PCA must board and disembark at the same time and location as the customer and will travel fare-free (PCA approval notated on customer certification profile).

6) Companion Policy: (Call Center Vendor Function)

- a) Each ADA-eligible customer can travel with one (1) companion. Additional companions may be permitted on a space-available basis. All companions are counted as revenue passengers and must pay the appropriate fare. The Call Center Vendor may cancel reservations for any companions beyond the one (1) mandated by ADA requirements.

1.6.3 MAINTENANCE PROGRAM

1) Vendor is responsible for all maintenance of revenue and non-revenue vehicles assigned to them from IPTC.

- a) All vehicle systems and features must be well-maintained and operational.
 - i) All vehicles must have operable heat
 - ii) All vehicles must have operable air-conditioning when temperature necessitates.
- b) Must supply all tools to perform maintenance.
- c) Must follow OEM standards and recommendations for Preventative Maintenance (PM).
 - i) All vehicles must remain complaint with PM schedule, if a vehicle becomes past due for a PM it must be placed out of service until complete.
- d) Must use premium fluids
 - i) Differential oil, brake fluid, and engine oil
 - ii) Synthetic Transmission Fluid

2) The vendor shall provide a maintenance program description for the IPTC fleet covering

- a) **Preventative Maintenance (PM)**
 - i) The vendor must follow the maintenance schedule set forth by the OEMs unless otherwise outlined by IPTC.
 - (1) Non-compliance will result in vehicle being placed Out Of Service.
- b) **Preventative Maintenance Inspections (PMI)**
 - i) An inspection checklist must document all defects.
 - ii) Out Of Service or safety sensitive repairs from PMI inspections must be completed before returning vehicles to service, with exceptions needing IPTC approval.
 - iii) The vendor must complete the PMI checklist, tracking defects and generate work orders using the maintenance software
- c) **Mechanic training**
 - i) **Include summary of mechanic training plan.**
- d) **Shop safety**
 - i) **Include summary of shop safety plan.**
- e) **Daily Inspections (Pre and Post Trips)**
 - i) Must use the Pre-Trip/Post-Trip inspection module in Ecolane to record defects.
 - (1) The vendor must provide a copy of the proposed Pre-Trip inspection form.
 - ii) Units will be inspected and cleaned daily at the end of revenue services.
 - (1) Including trash removal, glass cleaning, and the operator's area must be wiped down.
 - iii) Vendor will complete daily inspections and ensure safety and emergency equipment meets all standards.
 - iv) Before placing a vehicle in service, a pre-trip inspection must be performed to include:
 - (1) Cleanliness
 - (a) Interior Conditions
 - (b) Exterior Cleaning
 - (i) Routine Exterior cleaning should be based on an as needed basis.
 - (ii) Increase frequency may result from inclement weather. Less frequent washing allowed during water shortages.

- (iii) A major monthly interior cleaning is required, including disinfecting surfaces, and seats.
 - (iv) Vehicles with offensive or derogatory graffiti must be placed OOS until graffiti is cleared.
 - (2) Operational
 - (a) Fuel level
 - (b) Check all fluids
 - (i) Oil
 - (ii) Transmission
 - (iii) Power Steering
 - (iv) Coolant
 - (v) Windshield washer fluid
 - (3) Maintaining Safety features and Supplies
 - (a) Fire Extinguisher
 - (b) First Aid Kits
 - (c) Spill Kits
 - (d) Accident Kits
 - (e) Seatbelts
 - (4) Cycling the wheelchair lift/ramp
 - (5) Lights and Signals
 - (6) Brakes
 - (7) Windshield wipers
 - (8) Washer fluid
 - (9) Door operations
 - (10) Lift functions
 - (11) Tie down equipment
 - (12) Heater defroster
 - (13) Tires
 - (a) Air Pressure
 - (14) Radio Communication
 - (15) Cameras
 - (16) Body Damage
- f) **Vehicle Out of Service (OOS)**
 - i) If OOS defects are identified operation of the vehicle is prohibited until the defect is corrected.
 - ii) Vendor must ensure vehicles are not OOS for over 30 calendar days.
 - iii) Vehicle Out of Service criteria includes:
 - (1) Fuel leak
 - (2) Class 2 or 3 coolant leak
 - (3) Weak or inoperative brakes
 - (4) Exhaust smoke in the interior
 - (5) Inoperative horn
 - (6) Inoperative lights
 - (7) Inoperative climate controls
 - (8) Inoperative wheelchair restraints
 - (9) Inoperative door interlock systems

- (10) Tire below minimum specifications for tread depth
 - (11) Inoperative operator seat
 - (12) Cracked or broken windshield
 - (13) Slipping transmission
 - (14) Engine malfunctions
 - (15) Inoperative heat and/or defroster,
 - (16) Inoperative doors,
 - (17) Major body damage
 - (18) Other safety concerns.
- iv) Any OOS issues on route require a vehicle change out to occur.
- (1) Changeout must occur within one (1) hour
 - (2) Towing assessments will be charged after two (2) hours
 - (3) All vehicle changeouts must reported to IPTC immediately
- g) **Corrective repairs**
- i) Resealing window frames
 - ii) Replacing door frames
 - iii) Maintenance campaigns
- h) **Vehicle Security Cameras**
- i) All revenue vehicles are equipped with security camera systems.
 - (1) Camera hardware supplied by IPTC
 - ii) IPTC retains rights and access to the camera footage
 - (1) IPTC can access and download footage anytime.
 - (a) Video downloads can be shared for insurance and legal purposes upon the vendor's written request.
 - iii) The vendor must ensure daily inspections and triage are completed to keep the systems operational.
 - (1) In the event security camera hardware replacement is necessary coordinate with IPTC.
- i) **Body repairs**
- i) Including stripping and decals
- j) **Outsourced Maintenance Repairs**
- i) Outsourced maintenance repairs remain the vendors' financial responsibility.
- k) **Routine maintenance**
- i) Cleaning securement track
- l) **Electronic systems servicing**
- i) Vendor must ensure vehicles are within Wi-Fi connectivity range daily for data uploads/downloads.
- m) **Tire replacement**
- i) The vendor is responsible for replacement tires of OEM quality or equal.
 - (1) Recaps are not allowed.
 - (2) Tire tread must be at least 4/32" for front tires
 - (3) Tire tread must be at least 2/32" for rear tires
 - (4) Air pressure is maintained per vehicle and tire specifications.
 - ii) The vendor may supply tires on a mileage lease or purchase basis. Tires installed on IPTC vehicles become IPTC property upon vehicle return or termination of the contract.

n) **Major repairs**

i) Major repairs include:

- (1) Engine overhauls
- (2) Transmission rebuilding
- (3) Major body damage
- (4) Structural damage to the frame, steering, brake system
- (5) Floor repairs

ii) Major repairs must be completed within 30 calendar days.

- (1) Any delays over 30 calendar days vendor will be assessed a \$100 daily penalty.
- (2) Any delays over 60 calendar days vendor will be assessed a \$500 daily penalty.

o) **Warranty Administration**

i) All components installed must be warranted per manufacturer specifications.

ii) Warranty documentation to be maintained in vendor maintenance software

- (1) Must be supplied to IPTC upon request

iii) All warranties transfer to IPTC upon vehicle return or termination of the contract.

p) **Road Service Calls**

i) Maintain accurate records of all road calls per NTD requirements.

ii) Road calls include:

- (1) Failures affecting scheduled revenue trips, including during deadheading and layover.

iii) Regardless of defects found, a repair order will be created for every road or service call.

q) **Maintenance Software**

i) The vendor must supply and utilize a maintenance management software system to record and manage maintenance activities.

- (1) All maintenance must be recorded in real time in the vendor's maintenance software

- (a) If unable to record data in real time the maintenance software must be updated as soon as possible

ii) A vehicle record file must be maintained for each IPTC vehicle operated by the vendor using their maintenance software.

iii) Vendor must train IPTC staff on how to access records within the software system.

- (1) IPTC requires access to data related to its assets.

iv) All maintenance records become IPTC property at the end of the contract.

v) The vendor must ensure all employees use maintenance software correctly and in real-time.

vi) **Work Order Minimum Requirements**

- (1) Parts issued and cost
- (2) Labor Hours and Rate Per Hour
- (3) Must include labor rate
- (4) Vehicle Miles
- (5) Unit Number
- (6) Summary of work performed
- (7) Date and Time of Service
- (8) Date and Time of Completion
- (9) Name of Mechanic performing the work

- (10) Road calls
 - (a) All road calls must have work order completed including canceled road calls.
 - (b) Mileage of the road call should be recorded
 - (c) Location of the road call.
- vii) Outside contractor usage
 - (1) All previously listed work orders requirements must be included
 - (2) Contractor invoice must be attached to the vendor work order
- 3) Vendor is responsible for all maintenance of revenue and non-revenue vehicles assigned to them from IPTC.**
 - a) All vehicle systems and features must be well-maintained and operational.
 - i) All vehicles must have operable heat
 - ii) All vehicles must have operable air-conditioning when temperature necessitates.
 - b) Must supply all tools to perform maintenance.
 - c) Must follow OEM standards and recommendations for Preventative Maintenance (PM).
 - i) All vehicles must remain complaint with PM schedule if a vehicle becomes past due for a PM it must be placed out of service until complete.
 - d) Must use premium fluids
 - i) Differential oil, brake fluid, and engine oil
 - ii) Synthetic Transmission Fluid

1.6.4 INSPECTIONS & AUDITS

- 1) The vendor must pass quarterly maintenance and safety inspections performed by IPTC.
 - a) Inspections may be conducted without prior notice.
- 2) IPTC Vehicle Audits (QA Inspections):
 - a) IPTC will conduct regular audits and inspections of vehicles.
 - i) The vendor must make vehicles available on suitable lifts and may need to participate.
 - b) Identified deficiencies must be corrected within 30 calendar days.
 - i) Upon request from IPTC the vendor must provide a completed Work Order and/or photos of repairs.
- 3) A penalty of \$100 per day will apply if repairs are not completed within 30 calendar days. (Exhibit I)

1.6.5 PERSONNEL

1) Organizational and Personnel Requirements

- a) The vendor will recruit, hire, train, and supervise all personnel.
- b) The vendor will manage all operational, administrative, and maintenance staff.
 - i) Before starting work, the vendor must submit an organizational chart to IPTC detailing chain of command and key personnel.
 - (1) This information must be part of the Staffing Plan.
 - ii) All personnel must be hired and trained by the Commencement Date.
 - iii) All vendor employees must meet these pre-employment requirements:
 - (1) Be at least 18 years old
 - (2) Must possess a good driving record (if applicable),
 - (3) Be a U.S. citizen or have legal work status,
 - (4) Demonstrate English language competency.

- (5) Vendor employees must have a state-issued ID or valid operator's license.
- (6) Pass a pre-employment drug and alcohol test.
- (7) Pass physical exam (if required).
- (8) Pass IPTC's criminal background check.
- (9) Pass IPTC Motor Vehicle Record (MVR) driving record review.
 - (a) A driver's license check is required for those driving IPTC vehicles.
 - (b) Must be repeated annually.
- iv) If the vendor intends to replace any Key Staff, IPTC must be given written notice 30 days in advance.
 - (1) IPTC may elect to review the resume and qualifications of a suitable replacement.
- v) Failure to provide Key Staff will be deemed a failure to meet contract performance requirements. (Exhibit I)
 - (1) IPTC may exercise its rights and remedies as outlined in the contract terms and conditions.

2) Personnel Expectations

- a) The vendor is expected to hire qualified employees. At IPTC's request, the vendor must remove any employee deemed unsuitable or displaying unacceptable behavior.
- b) The vendor employees must be knowledgeable of ADA, FTA, and IndyGo Access policies.
- c) The vendor must conduct drug and alcohol testing per federal guidelines. Testing will be monitored by IPTC.
- d) IPTC requires a professional appearance. Vendor employees must wear uniforms and identification badges while on duty.
 - i) The vendor must provide IPTC-approved uniforms.
 - ii) IPTC will provide ID badges.
 - iii) If a vendor employee lacks an IPTC badge, a temporary ID with employee name and job title must be issued by the vendor.
- e) Maintenance staff must wear steel-toe boots.
- f) The vendor must provide employee records of incidents, accidents, and passenger complaints upon IPTC request.
- g) All vendor employees must complete an orientation on IPTC's services.

3) Staffing Plan

- a) Must be submitted as part of the Startup Plan.
 - i) Include a detailed organizational chart detailing the chain of command with job descriptions and responsibilities.
- b) Must be approved by IPTC prior to implementation
- c) Key Personnel must be identified and include the following Key Staff positions:
 - (1) General Manager
 - (2) Operations Manager
 - (3) Safety and Training Manager
 - (4) Maintenance Manager
- d) Safety-Sensitive functions include:
 - i) Operating a revenue service vehicle,
 - ii) Operating a non-revenue vehicle with a commercial operators' license

- iii) Maintenance of vehicles and equipment.
- e) The vendor must fill any vacated **Key Staff** positions within thirty (30) calendar days of initial vacancy. A charge of \$500 per calendar day, per position will apply for vacancies exceeding 30 days. A charge of \$1,000 per calendar day, per position will apply for vacancies exceeding 60 days (Exhibit I).

4) General Manager

- a) The General Manager will serve as the vendor's representative for operational performance and work supervision.
 - i) Serve as the key point of contact with IPTC.
 - ii) The General Manager must be identified in the proposal.
 - (1) Include qualifications and relevant experience of identified General Manager.
 - (2) Vendor must make reasonable efforts to retain the General Manager identified in the proposal for a period of one year from the contract execution date. Failure to do so will be subject to performance requirements (Exhibit I).
- b) Plays a crucial role in ensuring the efficient operation of services, including overseeing daily activities, managing team performance, and ensuring compliance with operational standards.
- c) Will proactively engage with stakeholders, including attending meetings and addressing any public inquiries related to the service.
- d) Oversees service operations and manages accounts, records, subcontracts, and personnel.

5) Operations Manager

- a) Oversee day-to-day operations in coordination with the General Manager. Will be the pivotal link between the Road Supervisor and General Manager.

6) Safety/Training Manager

- a) Ensure employees receive training aligned with IPTC policies and procedures. Regular training will enhance the skills and understanding of individuals with varying disabilities and backgrounds.

7) Maintenance Manager/Utility Supervisor

- a) Oversee the day-to-day operations of maintenance, including compliance with all maintenance requirements.

8) General Personnel

- a) Operators:
 - i) Operators must know schedules, driving times, and the service area.
 - ii) They must exit the vehicle, announce their arrival, identify themselves, verify the customer's identity, collect fares, and assist with mobility devices if requested.
 - (1) Operators cannot enter residences.
 - (2) Operators cannot handle customer electric mobility devices.
 - (3) Operators cannot lose sight of the vehicle.
 - (4) Operators cannot make trip reservations or cancellations.
 - (5) Operators cannot inquire about customer's confidential information.

- iii) The use of personal radios, TVs, and phones while in an IPTC vehicle is prohibited. IPTC can remove employees who violate this policy.
- iv) Operators must provide dispatch with timely information, assist emergency personnel as needed, and document service delivery and safety observations.
- v) IPTC can require removal of any employee found to be violating IPTC policies.

b) Road Supervision

- i) Road supervisors are the primary responders for IndyGo Access accidents.
- ii) Road supervisors ensure drivers leave the base on time, assist dispatch with late or missed pickups, and locate lost customers.
- iii) Road supervisors must conduct regular observations of operators to maintain quality assurance.
- iv) Road supervisors investigate passenger concerns, evaluate mobility aids, and perform site evaluations,
- v) Road supervisors monitor service for safety and on-time compliance, ensure proper customer assistance, and conduct ride checks.

c) Scheduling Staff

- i) Manage daily operations by communicating with vehicle operators and revising schedules for service changes.
- ii) Review and optimize final schedules using scheduling software.
- iii) Refine trip assignments to boost productivity, enhance ride quality, and adjust routes to meet demand.
- iv) Ensure proposed run structures align with customer needs.
- v) Will work alongside dispatch scheduling to improve productivity, finalize next-day schedules, ensure operator and vehicle availability, and communicate schedule and quality issues to the General Manager.

d) Dispatch Staff

- i) Manage vehicles and operators' daily deployment and return.
- ii) Communicate with operators about operational issues such as passenger concerns, trip changes, cancellations, and vehicle breakdowns while coordinating with IPTC regarding availability and schedules.
 - (1) IPTC will provide the dispatching software and radio equipment.
- iii) Dispatch and operators will use the Mobile Data Terminal (MDT) and radio to provide timely service and adjustments.
- iv) After service, dispatch must reconcile manifests with Ecolane software.
- v) Monitor real-time performance, late trips, and unscheduled trips.
- vi) Coordinate services, monitor check-ins, manage assignments, and address emergencies
- vii) **Dispatch Personnel Training**
 - (1) Communicate effectively with customers
 - (2) Reading and interpreting Operators' manifests.
 - (3) Identifying customers' transportation needs.
 - (4) Documenting service events and daily performance accurately.
 - (5) Conducting accident investigations and determining preventability.

- (6) Interpreting and applying ADA regulations and service standards.
- (7) Understanding paratransit, IPTC, and other applicable regulations.
- (8) Administering trip-level eligibility constraints.
- (9) Making same-day service adjustments for efficient demand-response service.
- (10) Using provided communication and monitoring software systems.
- (11) Ensuring compliance with ADA and other regulations, as well as IPTC standards.

e) **Adequate Staffing**

- i) An adequate number of well-trained personnel must be available to meet service schedules, with incentives and disincentives included in the contract for reliable run coverage. Operators must leave the parking lot by the run's scheduled start time, ensuring at least 95% of all runs depart on time. A specific number of runs must be provided to IPTC by 8 p.m. the night before service. Ongoing failure to meet these requirements may lead to contract performance penalties.

1.6.6 PRICING

1) Pricing Method and Structure

- a) **Start-up Costs:** Start-up or service preparation charges are expenses incurred by the vendor from the contract effective date through the commencement of services. Start-up cost to be billed during the first month of service.
- b) **Fixed Fee:** A fixed fee invoiced monthly
 - i) Monthly fixed fee must include the following:
 - (1) Dispatching & Scheduling
 - (2) Maintenance
 - (3) General & Administration
 - (4) Insurance
- c) **Variable Hourly Rate:** Variable hourly rate to be invoiced monthly based on actual revenue hours.
 - i) Variable hourly rate must include the following:
 - (1) Operator Wages, Benefits, Maintenance Parts and Supplies
 - (2) Supplemental provider cost from Transportation Network Companies

2) Pricing Considerations

- a) In the event of significant service level changes IPTC and the vendor will negotiate necessary adjustments to staffing and costs. Significant service level changes are defined as +/- 20% of the currently defined levels of routes and/or ridership Request for adjustments may be initiated in writing by either party.
- b) The vendor is not guaranteed a minimum or maximum number of hours/riders during the contract term.
- c) If the vendor cannot maintain service levels per the performance guarantees, vendor must supplement service using Transportation Network Companies or alternative transportation.
 - i) The vendor is responsible for the costs of the supplemental services.
 - ii) Supplemental services must meet federal and state requirements.

- (1) Including drug and alcohol testing per federal guidelines in 49 CFR Part 40 and 655.

1.6.7 SERVICE AND PERFORMANCE INDICATORS

- 1) If services or equipment do not meet Contract requirements, IPTC can require the vendor to take corrective action and adjust pricing accordingly.
 - a) Failure to address these issues may lead IPTC to exercise its rights under the contract.
- 2) Performance measures ensure high service levels, and IPTC reserves the right to monitor compliance and negotiate revisions to metrics based on organizational goals.
 - a) IPTC collects data for accountability and compliance.
- 3) To improve service quality, IPTC reviews performance data monthly with vendors, who are expected to suggest solutions.
 - a) While vendors should maintain their data, IPTC provides a report with key performance information.
- 4) The vendor will submit a monthly report to IPTC in electronic format and hard copy by the seventh business day after the month ends, maintaining supporting documentation.
 - a) Reports should detail service by Weekday, Saturday, and Sunday.
- 5) The vendor must meet or exceed performance metrics monthly, with payment adjustments based on performance penalties or bonuses.
 - a) All rides should be delivered as scheduled, considering potential delays.
 - b) Vendor must ensure effective service delivery through Reservations, Dispatch, and Scheduling.
 - c) Flexibility in staffing plans is required to accommodate daily demand and scheduling variations.
- 6) IPTC may meet with the vendor to discuss new performance goals for upcoming years, including on-time performance, customer complaints, and productivity.
 - a) Performance measures in this contract aim to ensure high service levels.
 - b) IPTC can monitor compliance and negotiate revisions based on organizational goals.
- 7) The vendor must meet or exceed outlined performance metrics monthly.
 - a) Payments will be based on performance, with incentives or liquidated damages applied as specified (Exhibit I).
 - b) The vendor is expected to fulfill all scheduled rides as required by the contract.
 - i) including delays due to vehicle breakdowns, accidents, adverse weather, or interruptions.
 - ii) Service demand may vary daily, so the vendor must ensure that work assignments accommodate this variability.
 - iii) Flexibility should be built into staffing plans to adjust to scheduling requirements on a day-to-day basis.
- 8) On-time Performance (OTP):
 - a) “On-time” is defined as when an IPTC customer is picked up fifteen (15) minutes before or fifteen (15) minutes after the time scheduled at the customer’s initial trip request.
 - i) The customer shall be advised that their trip will be provided within the 30-minute window
 - ii) For example, for a pick-up scheduled as 10:15 am, customer must be advised, “You will be picked up between 10:00 am and 10:30 am. In this example, “on-time” means no earlier than 10:00 am and no later than 10:30 am. Vehicles arriving at or before

- 9:59 am are early; vehicles arriving at or after 10:31 am are late. The on-time performance (OTP) standard for customer pick-up is 94% or higher.
- iii) All customers shall be picked up no later than the end of their 30-minute window.
 - b) Customers may be picked up before the opening of their window if the customer agrees to do so, but this is the customer's sole discretion.
 - i) This type of trip is outside the 30-minute window but shall not be counted toward the vendor's OTP.
 - ii) IPTC maintains data to guide performance on all modes of service to ensure their employees and vendors are accountable for providing excellent service, supporting proper payment to vendors, and complying with government requirements.

1.6.8 FARES

The paratransit fares are the same for weekdays, weekends, and holidays. All fare shortages or overages will be paid to IPTC on the monthly invoice. All customers must present their ADA identification card and have the exact fare (cash, ticket, pass, etc.) each time they board a paratransit vehicle. Children aged five and under ride free with a fare-paying customer, limit of two (2).

All cash fares must be counted and deposited into an IPTC account daily, and the deposit receipt must be forwarded to IPTC on the working weekday following the service day. All tickets must be voided, counted, and sent to IPTC on the weekday following the service day. IPTC is developing a cashless fare program for our customers. The vendor is expected to comply with any fare-changing methods implemented by IPTC.

1) Introduction of Same-Day Service:

- a) IPTC will implement same-day service on its vehicles as capacity and schedules allow. (IPTC) IndyGo's Mobility Solutions staff will develop policies and procedures. This service will initially be available to individuals in the non-ADA service area, with a premium fare of \$10.00.
- b) Fares are payable in cash (exact change only), tickets, or a combination of both. IndyGo Access vehicles do not have fare boxes, and IPTC may change the fare structure for the Non-ADA service area. Fares will be collected for each eligible customer and companions aged six and older, while Personal Care Attendants, companions aged five and under, and Service Animals ride free.
- c) Operators must collect and verify valid fare media, record fares and non-payments on their MDT and manifests, and turn in all fare media at the end of their shifts.
 - i) Operators should contact dispatch for fare compliance issues.
- d) The vendor will process daily fare reporting, counting and subtotaling tickets, passes, and non-payments; this information must be submitted in a predefined format to IPTC.
 - i) All collected fare media must be secured for accurate month-end reporting.
- e) IPTC may implement smart card technology or other alternative fare media during this contract at the cost of IPTC.
 - i) The vendor is expected to actively collaborate with IPTC in testing and validating any new technologies integrated under this Contract.

2) Cancellation Types:

- a) (CA) Advance Cancel: Trip canceled more than 2 hours before the trip.
- b) (CC) Site Closure: The destination location is closed on that date; site closure is commonly used for holiday closures or snow days.
- c) (CD) Cancel at the Door: The customer or someone representing the customer speaks to the driver, stating the trip is unnecessary.
- d) (CE) User Error Cancel: The trip is made in error, commonly due to double bookings or other errors.
- e) (CL) Late Cancel: Cancelled 2 hours or less before the scheduled trip pick-up window.
- f) (NE) Excused No Show: No show that is not the customer's fault. (Example: customer is sick, operator, and scheduling errors).
- g) Missed Trip: The operator arrives or is estimated to arrive after the pick-up window, and the customer cancels the trip. If the customer wants to proceed with the trip and needs to be rescheduled due to the missed window, it must be listed as a missed trip, not a renegotiation or modification.
- h) (NS) No Show: The operator arrived within the Pick-up Window and waited 5 minutes, and no one came out.
- i) (NT) Missed but Transported: The operator arrived late, and the customer waited and was transported.
- j) (LS) Late Sick: The customer calls in sick less than 2 hours before the scheduled trip.
- k) (IVR) Interactive Voice Response: Cancelled during notification calls the night before the scheduled trip

3) Vehicle Revenue Hours:

- a) Vehicle Revenue Hours (VRH) measure service levels and are the basis for compensation in the contract. A VRH spans from the first customer pick-up to the last drop-off during an Operator's shift, excluding pre-trip inspections and maintenance periods. The vendor must comply with all laws regarding employee work times, fueling, vehicle breakdowns, and drug testing, which are not part of VRH. IPTC will verify records using Ecolane data; the vendor is responsible for ensuring accurate data entry.

1.6.9 VEHICLE & FLEET INVENTORY

1) Vehicle Branding:

- a) IPTC approves a change to ensure uniformity of appearance. New vehicles procured under this contract shall be decaled at the cost of IPTC.
- b) A logo identifying the vendor is not allowed unless required by state, local, or federal regulations.

2) Non-Revenue Vehicles:

- a) Non-revenue vehicles supplied by IPTC may be used by road supervisors.
 - i) Non-revenue vehicles cannot be used for regular service without IPTC's written approval, except in an emergency recovery situation.
- b) The vendor is responsible for all maintenance, fueling, and repairs.

3) Revenue Vehicles:

- a) IPTC revenue vehicles are designated solely for transporting eligible customers unless directed otherwise by IPTC.

- b) IPTC vehicles are equipped with Intelligent Transportation System (ITS). ITS includes a tablet, GPS, Automated Vehicle Locating (AVL), and a radio communications system.
- c) IPTC can request the return of any vehicles with ten days' notice to the vendor.
- d) All vehicles must be returned to IPTC at contract conclusion.
- e) The vendor must ensure that IPTC vehicles are not used negligently, improperly, or in violation of any laws.
- f) Vendor must avoid any actions that could void insurance or subject the vehicles to liens or encumbrances.
- g) Vendor is responsible for defending and holding IPTC harmless against all fines, forfeitures, or penalties related to tolling, towing, traffic or parking violations and other infractions.
- h) Vendor is responsible for all risks of damage or loss not covered by insurance.
 - i) All replacements, repairs, and equipment will be at the vendor's expense.
- i) Vendor must maintain the vehicles in good working condition, allowing for reasonable wear and tear.
- j) Vendor employees and agents must safeguard the vehicles and cooperate with IPTC to recover losses or damages from responsible parties.

4) Delivery of IPTC Vehicles to Vendor:

- a) The vendor acknowledges that the vehicles are provided "as is" with no warranties from IPTC . Vehicles will be inspected jointly by IPTC or an authorized representative and the vendor, with all parties signing a checklist for each vehicle.
 - i) The vendor must take initial digital photographs for inventory

5) Re-Delivery of Vehicles to IPTC:

- a) The vendor must deliver the vehicles to IPTC upon contract expiration or early termination. All equipment must meet OEM specifications or equivalent upon return. An initial inspection and digital photographs will occur no earlier than 30 days before re-delivery. Any noted defects must be resolved within seven (7) days of initial inspection. After the seven (7) day repair period a final inspection will be performed. IPTC or authorized representative will repair any remaining defects at the vendor's expense. Vendor must pay repair costs within 30 days or have deducted from the final payment.

1.6.10 RISK AND SAFETY PLAN

1) Vendor Safety Program:

- a) The vendor must develop and maintain a safety and security program approved by IPTC.
 - i) Define facility protocols, personnel, and vehicle operations.
 - (1) This program will implement safety rules based on transit industry best practices and IPTC procedures.
 - (2) Must include site evaluation plan.
 - (3) Emergency equipment handling.
 - (4) Protocols for potential bloodborne pathogens
 - (5) Incident/accident response and communication plan and review processes.
 - (a) Determining preventability based on National Safety Council guidelines
 - (6) A manual for emergency and evacuation procedures.
 - (a) Must be OSHA-compliant

- (7) Include on-site MSDS sheets.
- (8) Emergency procedures for fires, medical emergencies, or other life-threatening situations.
- (9) Training Procedures
 - (a) The vendor must ensure all their employees receive refresher training or new employee training at least every two years.
 - (b) Safety meetings must be held quarterly.
 - (i) Annually, personnel should receive a minimum of 24 hours of training through these meetings or refresher classes.
 - (c) Hazardous material training must be provided before working with hazardous materials or operations.
 - (d) Usage of personal protective equipment.
 - (e) Execute continuous safety and security training.
 - (f) Promote safety awareness and implement security drills.
 - (g) Training should be scheduled to avoid disrupting the service.
- (10) Vendor must participate in periodic emergency readiness training and drills as directed by IPTC.
- (11) Required monthly job site safety inspections.
 - (a) Submit a detailed report of findings, observations, and corrective measures to IPTC.

2) Biological Hazards:

- a) IPTC policy states that vendors should avoid transporting customers who are visibly excreting blood, urine, feces, or any bodily matter inconsistent with proper hygiene. Customers showing signs of infestations (e.g., bed bugs, lice) should also not be transported due to health hazards. A biological threat is the potential for one person to transfer pathogens to another through bodily fluids, leading to disease or infection. Personnel must use good judgment when denying transportation.
 - i) Denying service to someone perspiring from heat is inappropriate, as they may need urgent medical attention. Personnel should evaluate each situation carefully and contact dispatch before denying service.
- b) If it becomes necessary to deny transportation to someone considered a biological hazard, the vendor must:
 - i) Inform the customer of the decision to refuse transportation due to the visible presence of bodily fluids.
 - ii) Attempt to address the situation before the customer enters the vehicle.
 - iii) Avoid using terms like "biological threat" or "health hazard," which may be insensitive. Instead, convey the decision straightforwardly, such as, "...you will not be allowed to ride due to the physical presence of bodily fluids on your person."
 - iv) Remain at the location and notify Dispatch with the following information:
 - (1) Location of the incident
 - (2) Complete description of the individual involved
 - (3) Reason for denying transportation
 - (4) Describe the customer's condition and whether medical assistance is necessary
 - v) IPTC enforces a customer no-strand policy, which mandates that if a customer is transported during the day, it is the vendor's responsibility to ensure their safe return

home. In cases involving biological hazards, such incidents must be documented and reported in writing at the end of the operator's workday via a Biohazard Report. This report should be submitted to IPTC on the same day. Furthermore, if a customer has already been aboard the vehicle and any bodily fluids or matter are left behind, a vehicle exchange may be required to maintain cleanliness and safety.

3) Environmental Responsibility

- 1) IPTC is committed to the protection of our environment and the continual improvement of environmental practices.
 - i) Vendors are encouraged to adopt environmental objectives and targets that are measurable, meaningful, and understandable.
 - ii) Operating facilities and conducting business taking into consideration the efficient use of energy and materials minimizing environmental impacts to our community while also ensuring fiscal responsibility.
 - iii) Conducting employee training and awareness of environmental concerns, actions, and responsibilities.
 - iv) Implementing resources to reduce, reuse, and recycle practices, and handling and disposing of all hazardous waste through safe and responsible methods.

4) Adverse Weather/Emergency Conditions:

- a) Regular service may be suspended due to adverse weather or emergencies, with IPTC making exceptions for civil disruptions or natural disasters. The vendor must ensure dispatchers are available for emergency service needs. IPTC and the vendor will maintain a program to handle emergencies and routine issues. Key responsibilities include:
 - i) Contacting IPTC for service level definitions.
 - ii) Determine the available service for the day and notify IPTC management.
 - iii) Providing status reports on service changes and roadway conditions.

5) Drug and Alcohol

- a) The vendor is responsible for establishing and maintaining the required drug and alcohol prevention program including all information required for program compliance.
 - i) Vendor must submit a written policy statement for drug and alcohol testing for approval by IPTC before service implementation.
 - ii) Vendor must include information regarding defending relevant claims. Each year, the vendor must certify compliance with 49 CFR Part 655 by March 1st and submit Management Information System (MIS) reports by February 28th to IPTC.
 - iii) Compliance certification will use the "Substance Abuse Certifications" from the Federal Transit Administration Grants and Cooperative Agreements, which are published annually in the Federal Register
 - iv) The vendor will consult with IPTC regarding any changes in selecting a certified laboratory, substance abuse professional, Medical Review Officer, or consortium.

8) Safety Equipment

- b) The vendor must provide hazardous material clean-up kits for each workstation.
 - i) Must be compliant with OSHA and other standards.
 - ii) A fully stocked first aid kit must be maintained on-site.

- (1) Must be complaint with American Red Cross recommendations.
- c) The vendor should also provide equipment to identify location safety, including warning signs and barricades.

9) Accident or Incident Procedures

- a) Incidents are any unusual occurrence (excluding vehicle accidents) involving IPTC property, personnel, or customers that may cause property damage, personal injury, or denial of service due to misconduct.
 - i) All incidents must be reported to IPTC immediately, and incident reports should be submitted within one hour after the investigation is complete.
 - (1) Report must be clear and include details of customer incident, injuries and damages
 - (2) A follow-up summary of the vendor's actions to resolve the incident must be submitted to IPTC.
 - b) Accidents are any collisions involving IPTC vehicles that result in injury or damage.
 - c) All accidents/incidents must have vendor supervisory personnel respond in person to accident/incident scene.
 - i) All accidents/incidents must be reported immediately to IPTC.
 - ii) Identify severity immediately
 - (1) Immediately communicate to IPTC any possible fatalities and/or media involvement
 - iii) All reports must include:
 - (1) The accident/incident identification number.
 - (a) Assigned by the vendor but noted by a methodology determined by IPTC.
 - (2) The date and time of accident/incident.
 - (3) Information regarding vehicles involved.
 - (a) Owner name, vehicle license number, and vehicle descriptions
 - (b) Was there disabling damage to any vehicle requiring a tow
 - (4) Operator Information of all involved
 - (a) Address, phone number and license information
 - (b) Route information including run number,
 - (5) Accident/Incident details
 - (a) Diagram of scene
 - (b) Injury details,
 - (i) Brief summary
 - (c) Property damage details
 - (i) Brief summary—attach photos if available.
 - (d) Witnesses
 - (i) Include name, address, and phone number
 - (ii) Witness statement
 - (e) Police Involvement
 - (i) Report Number
 - (ii) Responding agency
 - (iii) Citations issued (if applicable)
 - iv) The report must be submitted to IPTC in writing within twenty-four hours of accident/incident

- d) Final Report
 - i) The vendor must provide a follow-up summary of all actions taken and submit it to IPTC in writing within one week of the accident's resolution. The summary must also be included in the required monthly reports.
 - (1) Repairs
 - (2) Personnel counseling, or discipline
 - (3) A "preventable" or "non-preventable" determination.
 - (4) Must detail any repairs to IPTC property from the accident/incident.
 - (a) Accident files within the system must remain open until all repairs are completed and claims are settled.
 - (5) Vendor must provide a contact for all claims related to accidents or incidents involving IPTC property.
 - (a) Contact(s) must be familiar with vehicle types, capacities, maintenance requirements, lift operations, safety equipment, administrative procedures, nondiscrimination policies, communication systems, defensive driving training, and drug and alcohol regulations

1.6.11 SERVICE ADMINISTRATION AND REPORTING REQUIREMENTS

1) Data Collection, Reports, and Surveys:

- a) Daily report of OOS vehicles.
 - i) The report must include the total number of vehicles indicating the number of days each vehicle has been out of service.
 - ii) OOS reason description and required services.
- b) Employee list identifying all current employees.
 - i) Each employee's title and start date must be identified
 - ii) Termination date of previously identified employees.
- c) Monthly summary of PM's and mileage intervals.

2) Marketing and Public Relations:

- a) IPTC will provide necessary customer materials for marketing and communication.
- b) The vendor will distribute IPTC customer notices and participate in IPTC marketing, advertising, and public education programs. The vendor is responsible for maintaining IPTC materials in each vehicle's information display.
- c) IPTC is the exclusive spokesperson for the transportation service.
- d) The vendor cannot distribute materials without written permission from IPTC.

3) Customer Data Requirements

- a) The vendor must maintain data on each customer referred by IPTC as eligible for IndyGo Access. The vendor must maintain a list of customers utilizing the service during the prior twelve (12) months.
 - i) Customer data records shall be adequate to maintain ADA, FTA, IPTC, and other governmental regulatory or contractual service standards.

4) Radio Communications System:

- a) The vendor must ensure operational radio communications for all operators and on-duty transportation supervisors. The vendor is responsible for replacing any damaged, lost, or

stolen equipment to IPTC standards.

Section 1.7 Experience Requirements:

The Vendor must demonstrate experience with the following:

- Maximizing the availability and quality of ADA and Non-ADA paratransit services with limited fiscal resources.
- Consistently demonstrate professional sensitivity in serving people with disabilities.

IPTC expects the Vendor to have extensive experience delivering the type of service for which proposal is submitted.

The Vendor must provide documentation of relevant experience listed below:

- Successfully managing and operating comprehensive paratransit services in urban areas.
- Providing personnel training to achieve performance levels

Section 1.8 Proposal Requirements:

The following items are required. Failure to include them in your submission will cause your Proposal to be ruled non-responsive.

- 1) **Letter of Interest:** A dated Letter of Interest including the legal name of the vendor(s), address, telephone number, email address, and the name and title of the person (s) authorized to submit the Request for Proposal (RFP) on behalf of the prime vendor.
- 2) **Organizational Chart:** An organization chart showing team structure and the various roles and responsibilities of each team member. Organizational charts for each sub-contracted firm should also be included.
- 3) **Staff Qualifications:** Brief summaries of experience for key staff conducting similar work, with the most recent and relevant work (especially transit agencies and other public clients) prioritized.
- 4) **Project Approach:** All proposals must include a mobilization plan for each type of service proposed, including timelines and milestones for implementation, including but not limited to:
 - a) Contracting Plan (if applicable)
 - b) Subcontracting
 - c) Staffing Plan (See Section 1.6.5-- Personnel)
 - d) Recruitment
 - e) Hiring
 - f) Training Plan
 - g) Copy of Administrative Work Policy and Rules (see Section 1.6.7 Personnel)
 - h) Orientation
 - i) Startup (including mobilization and implementation)
 - i) Provide an implementation/mobilization schedule necessary to perform the services. Including all the essential elements and resources required to guarantee uninterrupted service on the service commencement date.
 - ii) The General Manager must be available full-time starting January 6, 2025.
 - iii) Commencement of services begins April 1, 2025.

- iv) Mobilization plan must detail each service type and milestones for implementation, including subcontracting, staffing plan, recruitment, hiring, training, orientation, startup, and equipment installation (if applicable)
 - v) Identify requested site visits,
 - j) Equal Employment Opportunity (EEO) program
 - k) Preventative Maintenance Program
 - l) Risk & Safety Plan
- 5) **Vendor Work Stoppage Plan:** The Vendor will provide a comprehensive work stoppage plan with proposal submittals. The plan should include all aspects necessary to perform the Scope of Service, including all the essential elements and resources required to guarantee uninterrupted service on the date established for Vendor service to begin and continue for term of contract.
 - 6) **Recent Project Examples:** A portfolio of project examples consisting of at least three recently completed (within the last 4 years) projects. Profiles should clearly identify which personnel completed the work, the client, the timeframe that work was conducted, and the outcomes.
 - 7) **References:** Minimum of three client references. Please provide the contact information (names, email, and phone numbers).
 - 8) **Certifications:** All executed certifications contained in the packet “All Certs and Docs”.
 - 9) **Certificate(s) of Insurance:** See Section 1.11 Bonds, Insurance, and Special Requirements to obtain details of the required submissions for Insurance purposes
 - 10) **Pricing Information:** A list of proposed staff positions listing the title and hourly rates of each member.
 - 11) **Financial Statement:** Three (3) years of financial statements indicating financial capacity, balance sheet, and statement of cash flows.

Section 1.9 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. Each member of the team will be given a copy of the proposals and the RFP and will evaluate each proposal’s requirements (Section 1.9) against the RFP evaluation (Section 1.10) criteria. The top-rated vendors may be asked to present their proposals in person at a later date. After the presentations, the firms will be evaluated and ranked again.

- 1) **Phase I Preliminary Proposal Assessment** – Proposals will be checked for compliance with and adherence to all submittal requirements requested in Section 2.4 Required Responses by the Procurement department. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal will be rejected from further consideration due to non-responsiveness.
 - a) IPTC will not contact/inform vendors of missing documentation nor allow vendors to submit documentation after the proposal's due date and time. It is the vendor’s sole responsibility to check their proposal for completeness before submitting it.
- 2) **Phase II Proposal Evaluation** – Proposals found to be responsive and responsible will be forwarded to the Evaluation Committee (EC). The EC will evaluate the extent to which the respondent’s proposal meets the project requirements set forth in the RFP. Phase II will

include a detailed analysis of the proposals based upon the evaluation criteria listed below. Not all evaluation criteria carry equal weights.

- a) As part of the evaluation process, the EC will review the information required by Section 1: Scope of Work, and Section 1.9: Proposal Requirements, for each proposal. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the respondent’s financial condition.
 - b) IPTC reserves the right to seek clarification of any information that is submitted by any respondent in any portion of their proposal and/or to request additional information at any time during the evaluation process. Any material misrepresentation made by a respondent may void the proposal and eliminate the respondent from further consideration.
- 3) Phase III Vendor Interview** – Separate Interviews, at IPTC’s discretion, will be arranged with those Proposers found to be most qualified. Interviews will provide IPTC with the opportunity to evaluate the verbal/graphic presentations and to question the Proposers regarding both the written solicitation and verbal presentation. No prepared presentation is expected, the proposed vendor team should just be prepared to answer questions about their experience and qualifications.

Final selections will be based on a combination of scores from the interview (if needed) and the written proposal.

Evaluation Criteria: Proposals should clearly and succinctly demonstrate the vendor team’s experience, qualifications, and approach to conducting all components of the work needed to successfully conduct the scope of work described herein.

Proposals will be evaluated based on the following criteria:

EVALUATION CRITERIA	
• COST	30 %
• PROJECT APPROACH	20 %
• QUALIFICATIONS, REFERENCES, DEMONSTRATED EXPERIENCE	20 %
• IMPLEMENTATION PLAN	15 %
• SERVICE & SUPPORT PLAN	15 %
TOTAL	100 %

Evaluation Criteria Rating: Each criterion shall be evaluated as follows:

- Acceptable - The proposal is adequately responsive with no major weaknesses. No major weaknesses noted.

- Marginal* - Fails to meet evaluation standard, however, any noted weakness is correctable but lacks essential information to support proposal.
**Several marginal ratings may result in an overall rating of unacceptable*
- Unacceptable** - The proposal is not adequately responsive or does not address the specific factor. The proposer's interpretation of IPTC requirements is superficial, incomplete, vague, not comprehensive, or incorrect and therefore deemed unsatisfactory.

***A rating of unacceptable indicates that an evaluator believes that mandatory corrective action would be required to prevent significant weaknesses from affecting the overall contract performance. In essence, a complete rewrite of the proposer's proposal would be necessary.*

Section 1.10 Bonds, Insurance, and Special Requirements:

There are no bond requirements for this solicitation.

The Vendor is required to maintain insurance throughout the duration of the Contract, with coverage meeting the terms and amounts specified in Article 8 of the attached Professional Services Agreement. Proof of insurance must be issued by a financially responsible insurance company authorized to operate in Indiana.

Upon the execution of a Contract, the Vendor will provide IPTC with an annual Certificate of Insurance (COI) that includes IPTC as an additional insured. Insurance coverage for Professional Liability or Errors and Omissions is required and must be listed on the COI.

Please include a copy of your Certificate of Liability Insurance with your proposal.

Section 1.11 Federal Participation:

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

Section 1.12 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 known business address. If such action is taken by IPTC, no vendor will have a claim for recompense.

Section 1.13 Business Enterprises:

This procurement is not subject to the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. IPTC is committed to the participation of MBE, WBE, VBE and DOBE certified vendors (XBE) as registered with the City of Indianapolis or Indiana Department of Administration. Bidders are expected to document sufficient XBE participation or, alternatively, document good faith efforts to do so pursuant to the XBE Participation and Good Faith Efforts Documentation Forms provided in this solicitation. The successful bidder will be required to submit monthly reports documenting progress towards meeting the XBE commitment. The report must be an accurate reflection of the actual amount paid to the XBE firm(s).

Section 1.14 Access to Public Records Act (APRA):

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. As a Respondent it is your responsibility to identify any information that may fall under a statutory exemption to the APRA and clearly mark that information as Confidential. Any information marked Confidential must also identify the APRA exemption that applies (please refer to IC 5-14-3-4 for the primary list of exemptions). If the Respondent does not identify the statutory exemption, the Procurement Department will not consider the submission confidential. In the event the Respondent takes any legal or protective action and directs IPTC not to disclose the Confidential Information, the Respondent shall indemnify IPTC against any losses, including reasonable attorney fees and costs, arising from the non-disclosure of the Confidential Information.

Section 1.15 Disadvantaged Business Enterprises (federally Funded):

This procurement is subject to the requirements of 49 CFR 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 has set an overall corporate DBE participation goal for the fiscal years 2023-2024 of 12%. Bidders are required to document sufficient DBE participation or, alternatively, document good faith efforts to do so pursuant to the DBE Participation and DBE Good Faith Efforts Documentation Forms provided in this solicitation. The successful bidder will be required to submit monthly reports documenting progress towards meeting its DBE goal. The report must be an accurate reflection of the committed amount, and the actual amount paid to the DBE firm(s).

Section 1.16 Diversity Commitment and Equal Opportunity:

It is the policy of the IPTC to commit to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE, DOBE) businesses in Indianapolis by promoting contracting opportunities for vendors certified by the City of Indianapolis Office of Minority and Women Business Development (OMWBD) and/or MBE, WBE, VBE businesses certified by the Indiana Department of Administration's Division of Supplier Diversity.

For information on IPTC's commitment to diversity and equal opportunity procurement program, please contact IndyGo's Supplier Diversity Department at 317.614.9253.

Section 1.17 Requirements for Security Threat Assessment (Criminal Background Checks):

Indianapolis Public Transportation Corporation (IPTC) is committed to protecting its passengers, employees, and assets by conducting background checks. The purpose of this policy is to identify those categories of individuals under considerations for hire and employees who may be subject to background checks, types of offenses that may disqualify an applicant or employee from employment or a promotion and to set out the appeal procedure.

The background checks for employment include but are not limited to the following: review of individuals under considerations for hire' criminal conviction. This policy applies to all IPTC employees and individuals under consideration for hire for which the applicant or employee

would have access to the public, fiduciary responsibility, critical infrastructure or security sensitive facilities or information.

Section 1.18 Contract:

Required. IPTC's Professional Services Agreement has been included as a separate file. **The vendor MUST include notification with their response of any exception taken to the contract provisions.** Failure to provide exceptions shall result in the mandatory acceptance of the contract provisions as submitted herein by default.

SECTION 2
VENDOR INSTRUCTIONS

Section 2. Vendor Instructions

Section 2.1 Notice to Vendors:

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

All forms required in the certification pages must be completed and submitted via the Bonfire website or the proposal will be considered as non-responsive.

Section 2.2 Vendor Registration with Bonfire:

Vendors interested in submitting a response to this solicitation are **required to be registered with Bonfire** at <https://indygo.bonfirehub.com>. Only registered vendors can submit a response. Registration is FREE.

To Register and view this RFP Online at: <https://indygo.bonfirehub.com/opportunities/126840>

Section 2.3 Required Responses:

The following items are listed as required. Failure to submit them with your proposal will cause your proposal to be ruled non-responsive.

- All certifications contained in the package
- Copy of Certificate of Liability (see Section 1.11 Bonds, Insurance and Special Requirements)
- Technical Response (see Section 1.8 Proposal Requirements)

Section 2.4 Solicitation Written Questions/Answers:

Please submit questions regarding this solicitation at Procurement@IndyGo.net. Questions may be submitted at any time prior to the date of **September 30, 2024, at 5:00 PM EST**. An addendum with responses to questions will be posted on **October 7, 2024, by 5:00 PM EST**, and will become part of the solicitation. Any questions submitted after 5 P.M on **September 30, 2024**, may not be answered and therefore will not be included in the solicitation.

Section 2.5 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 proposal.

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

Section 2.6 Vendor Warrants and Sub-Vendor Restrictions:

Vendor will warrant that all information provided by in connection with this proposal is true and accurate, and the vendor by virtue of their submission is capable of supplying all required work

Vendor warrants they will not delegate or sub-contract their responsibilities under the Agreement beyond the level defined in the solicitation without the prior written permission of IPTC.

Section 2.7 Responsiveness and Responsibility Definitions:

All offers must be responsible and responsive.

- **Definition of responsive for submitting vendors to this solicitation:**

All certifications and form 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 through Bonfire by the proposal due date 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.

- **Definition of responsible for the submitting vendors to this solicitation:**

IPTC considers among other factors, the Vendors record of integrity, experience, and past performance, their financial status, the capability to perform the project as stated, and 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.

Section 2.8 Taxes:

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

Section 2.9 Independent Vendor:

The successful vendor will be considered and must accept status as being that of an “Independent Vendor” to IPTC and shall recognize that they are not an employee or officer of the Corporation.

Section 2.10 Contract Required:

A template of IPTC’s Owner Provider Professional Services Agreement is included as a file to download. **The vendor MUST include written notification with their response of any exception taken to the contract provisions.** Failure to provide exceptions shall result in the mandatory acceptance of the contract provisions as submitted herein by default.

**IPTC is aware that all clauses contained in the attachment may not be applicable to this solicitation. Clauses are provided to give potential vendors an idea of the types of legal State and Federal clauses that are required in IPTC contracts.*

Section 2.11 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 remains 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 executed certifications as defined in this section.

Section 2.12 Failure to Supply:

Failure to supply the required executed certifications shall result in the determination of the offer as “non-responsive”.

Section 2.13 Proposal and Contract Procedures:

IPTC reserves the right, when necessary, to postpone the times at which proposals 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 proposers who have requested or received the solicitation documents.

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

IPTC reserves the right to reject any and all proposals at any time in the procurement process prior to final contract execution. IPTC will examine each proposal to determine if the responder was responsive to the solicitation, and if the vendor is a responsible vendor and able to fulfill any potential award.

Section 2.14 Required Certifications:

The following pages of certifications must be executed and returned with your proposal. 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 proposal submitted must contain completed, signed, and sealed (if required) documents. If the document is not applicable, write “N/A” on the face of the document and sign in the appropriate area.

Section 2.15 Protest Policy

Protest(s) will only be accepted by IPTC’s Senior Director of Procurement from officers of a business whose direct economic interest would be impacted by the award of a contract or the refusal to award a contract. The Senior 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.

For more detailed information on IPTC Protest policy and procedures please visit IPTC website at the link provided below.

<http://www.indygo.net/wp-content/uploads/2022/04/Protest-Procedure-rev-3.14.22.pdf>