



REQUEST FOR QUOTES (RFQ) # 2017-10

EMPLOYEE ASSISTANCE PROGRAM

November 27, 2017

**GARY PUBLIC TRANSPORTATION CORPORATION
100 West 4TH AVENUE
GARY, IN 46402**

**PHONE: (219) 884-6100 EXT. 107
FAX: (219) 884-3003**

The Gary Public Transportation Corporation (GPTC) is seeking quotes for the following:

EMPLOYEE ASSISTANCE PROGRAM

Length of Contract: Five (5) years from date of award.

Quotes will be accepted via U. S. mail or hand-delivery only up to 12:00 P.M. local time on December 8, 2017 at 100 West 4th Avenue, Third Floor, Gary, Indiana 46402. For details, contact Denise L. Allen, Procurement Agent at (219) 884-6100 ext. 107 or by email at procurementagent@gptcbus.com.

Contracts resulting from this Request for Quotes (RFQ) are subject to all applicable equal opportunity laws, Disadvantaged Business Enterprise (DBE) regulations and affirmative action requirements of the Federal Transit Administration (FTA), and GPTC. Information regarding these and other FTA and GPTC requirements is on file at the GPTC Corporate Office.

GPTC reserves the right to accept any RFQ or any part of parts thereof or to reject any and all RFQ's and request new submissions. All responders are required to certify that they are not on the Comptroller General's List of Ineligible Contractors.

The Gary Public Transportation Corporation hereby notifies all responders that in regard to any contract entered into pursuant to this RFQ, advertisement or solicitation; Disadvantaged Business Enterprises will be afforded full opportunity to submit quotes in response and will not be subjected to discrimination on the basis of race, religion, color, sex, handicap, national origin or ancestry in consideration for an award.

Daryl E. Lampkins
General Manager

SECTION 1.0 - OVERVIEW OF GPTC

The Gary Public Transportation Corporation, hereinafter GPTC, is a Municipal Corporation, within the City of Gary, Lake County, State of Indiana. The agency is governed by a seven member Board of Directors. Board members are appointed by the Mayor and Gary Common Council. GPTC has 75 employees. Its annual adopted operating and capital budget from tax dollars approximates \$11.3M. GPTC provides the public transportation services for the Gary area. GPTC is the designated recipient of funds from the Federal Transit Administration (FTA), an agency of the United States Department of Transportation. GPTC functions on an operational basis under the Rules and Regulations of the United States Department of Transportation through its Federal Transit Administration, applicable Indiana Codes, and the Ordinances and regulations established by the Gary Common Council.

GPTC is a party to a 13 (C) Labor Agreement with the Amalgamated Transit Union Local 517 covering all hourly employees. A collective bargaining agreement between GPTC and the ATU Local 517 is in place until March 31, 2019.

The annual operating budget of \$7.5 million is supported by Federal Transit Administration Section 5307 capital finds, State of Indiana Public Mass Transit Funds, fare box revenue, dedicated local property tax, and other local sources.

GPTC Corporate Office is located on the third floor of the Adam Benjamin Intermodal Transit Center in downtown Gary, Indiana. GPTC manages the Center, which is owned by the Civil City of Gary, Indiana. GPTC directly operates both fixed route and complimentary paratransit services from its Operations and Maintenance Facility located at 2101 West 35th Avenue in Gary, Indiana. For Calendar Year 2016, the annual fixed route revenue miles were 823,213 with 771,971 riders. Complimentary paratransit revenue miles were 81,549 with 14,390 riders.

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SECTION 2.0 - SCOPE OF WORK

The Gary Public Transportation Corporation (GPTC) promotes a positive work environment and understands the need of employee assistance on occasion and seeks a vendor that can provide the following services at a reasonable cost.

2.1 Initial Assessment and Short-term Counseling. Contractor shall provide initial assessment and short term counseling services to employees through the Program as follows:

a. Assessment and counseling services will include identification of alcohol, drug, stress, emotional, interpersonal, legal, financial and related programs, with accompanying counseling and/or referral to appropriate outside sources/specialist as warranted (e.g., for financial or legal assistance). Services will be provided in approximately one (1) to five (5) one-hour sessions per participant. For participants requiring additional or more extensive counseling or treatment will be referred to outside sources for necessary treatment, which treatment shall be at the participant's sole cost and expense.

b. Employees may either be referred to Contractor by the Employer as part of the Employer's EAP (e.g., following a positive drug or alcohol test) or may voluntarily request services. As a precondition to participation, the employees and/or eligible dependents shall be required to execute an appropriate consent and authorization for treatment.

c. Services will be provided during the Program's normal hours of operation between 8:00 a.m. and 8:00 p.m., Monday through Friday excluding holidays, as scheduled with the participant.

d. Contractor will provide approximately four (4) hours of services per week to Employer's employees and eligible dependents; however, it is acknowledged that Contractor will accept Employer's employees and eligible dependents on the same basis that Contractor accepts any other individual for treatment and subject to program availability and space limitations.

2.2 Crisis Phone and Debriefing Services. The Contractor will provide 24-hour per day telephone availability through which appropriate Program Counselors or staff can be reached to handle emergency situations during hours other than the Program's normal hours of operation. In addition, the Contractor will provide on-site critical incident debriefings as requested by Employer, to counsel employees on a confidential group session basis following a critical incident involving Employer's employees (e.g., when an employee receives a critical injury on the job).

2.3 Education and Training Sessions. The Contractor will also provide on-site education and training sessions for Employer's supervisory and management staff and employee groups on various issues related to EAP such as awareness of alcohol and/or drug use or abuse, identification of emotional or dysfunctional behavior problems, dealing with a critical employee, etc. Education and training sessions must be scheduled by Employer not less than ten (10) days in advance of the session date by contacting the Program during its normal hours of operation.

2.4 Supervisor/Management Consultations. The Contractor will also provide supervisor/management consultations on as as-requested basis to provide assistance and guidance to supervisory or management staff in handling specific EAP-related problems in the workplace.

2.5 Case Management. Subject to compliance with any all applicable federal and state confidentiality laws, the Contractor will provide case management and follow up monitoring with all participants receiving EAP services through the Program. This monitoring includes contact with both the employee/family member and the appropriate treatment resource (including services provided by outside referral sources) in order to achieve efficient and effective resource utilization.

2.6 Qualifications. The Contractor covenants that all personnel providing services will be duly licensed, registered and/or certified as required by applicable law. EAP services will be provided or supervised by professional master level social workers or state licensed psychologists who are certified addition counselors or have equivalent experience.

SECTION 3.0 – FEES, BILLING AND PAYMENT

3.1 Fees. For services provided by Contractor, Employer agrees to pay the Contractor per employee per month for a firm fixed price for approximately 75 employees.

3.2 Billing and Payment. The Contractor shall prepare and submit a monthly invoice to the Employer for any amount due and the Employer shall remit payment within thirty (30) days after receipt of such invoices.

SECTION 4.0 – RECORDS

4.1 Maintenance of and Access to Records. The Contractor shall maintain appropriate medical records of the various services performed as may be required by applicable federal and state laws and regulations. When requested or authorized by employees or their authorized representatives (or in the case of EAP services, family members of employees or such family members' representatives), the Contractor shall provide access to medical records in a reasonable time and manner in accordance with policies and procedures.

4.2 Confidentiality of Records. The Contractor must agree that any and all medical records produced and maintained shall be kept confidential in compliance with any and all applicable federal, state and local laws, statutes, rules and regulations, including, without limitation, the provisions of 42 C.F.R. 2.1 (statutory authority for confidentiality of drug abuse patient records).

4.3 HIPAA. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) required the Secretary of the U.S. Department of Health and Human Services (HHS) to develop regulations protecting the privacy and security of certain health information.¹ To fulfill this requirement, HHS published what are commonly known as the HIPAA [Privacy Rule](#) and the HIPAA [Security Rule](#). The Privacy Rule, or *Standards for Privacy of Individually Identifiable Health Information*, establishes national standards for the protection of certain health information. The *Security Standards for the Protection of Electronic Protected Health Information* (the Security Rule) establish a national set of security standards for protecting certain health information that is held or transferred in electronic form. The Security Rule operationalizes the protections contained in the Privacy Rule by addressing the technical and non-technical safeguards that organizations called "covered entities" must put in place to secure individuals' "electronic protected health information" (e-PHI). Within HHS, the Office for Civil Rights (OCR) has responsibility for enforcing the Privacy and Security Rules with voluntary compliance activities and civil money penalties.

4.4 Employer Access to Records and Information. The Contractor shall not release to Employer any information, records or copies of records, regarding any EAP services provided to Employer's employees except in full compliance with all applicable federal and state laws.

SECTION 5.0 - DOCUMENTS REQUIRED WITH QUOTE SUBMISSION

_____ A summary of the quote in letter form on your company's letterhead stationary. The letter must be signed by an officer of the potential vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.

_____ **Completed and signed** company information (Attachment A).

_____ **Completed and signed** price quote form (Attachment B).

_____ List of References

SECTION 6.0 - PRICING

Based on the provisions in the Scope of Work, no specific amount of contract award has been prescribed. Actual amount of contract award will be based on the proposed budget, as well as GPTC standards for use of public funds, i.e. that all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories and the amount of funds available. The most advantageous proposals to the GPTC in terms of both quality and cost will be recommended.

GPTC shall pay to the contractor the price(s) stated in the contractor's proposal or alternate proposal as accepted by GPTC.

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

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

Gary Public Transportation Corporation
Attention: Accounts Payable Department
100 West 4th Avenue, Third Floor
Gary, Indiana 46402

Invoice Submission, Contents, and Payments

Vendors shall submit invoices for all work completed. GPTC may not pay in advance for work not performed, and will not pay for work not clearly defined with a clear statement of the deliverable for which the payment is requested. GPTC requires all invoices submitted clearly define and show on the face of the invoice the project for which the invoice is being submitted.

Commodity invoicing should show Purchase Order (and contract number if applicable), part numbers, quantities, and unit as well as extended prices, and any delivery, core or set-up charges included by date.

Service invoicing should show Purchase Order number (and contract number if applicable), a detail of the content of work completed, the person or group completing the work, the charges for the work completed, and any associated additional charges applicable. GPTC will review and process for payment acceptable invoices, or returns faulty invoices to the vendor within fourteen days. All invoices retained for processing will be paid in thirty days from receipt of properly executed invoice and signed claim form.

Single Offers

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

Failure to provide the requested information will result in the vendor being removed from consideration for contract completion.

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

Invoice Payment

Payment terms of the contract shall be NET 30 DAYS except where Cash Discount Terms are requested and included on the Proposal cost sheet by the respondent.

Vendor cash discount terms on invoices that offer to GPTC better cash discounts than the Proposal may be accepted. The minimum acceptable payment term is NET 30 DAYS.

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

SECTION 7.0 - References

The selected service provider must have demonstrated successful performance on projects of a similar size & scope. A minimum of five (5) references (include names, addresses and phone numbers of client contacts, including email address and fax number) should be provided.

The service provider shall stress references that clearly describe a previous history of a successful service of a similar size and scope. GPTC reserves the right to contact references as part of the evaluation and selection process. GPTC employees **will not** be accepted as a reference.

SECTION 8.0 - AWARD

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE RESPONDENT. GPTC reserves the right to accept any RFQ or any part or parts thereof or to reject any and all RFQs and request new submissions. The successful vendor shall be considered, and shall accept status as being that of, an independent contractor to GPTC, and shall recognize that they are not an employee or officer of the Corporation.

Please send quotes to:

Gary Public Transportation Corporation
Attention: Denise L. Allen, Procurement Agent
100 West 4th Avenue, Third Floor
Gary, Indiana 46402

All quotes must be submitted by 12:00 PM, local time, on December 8, 2017.

Questions pertaining to this RFQ should be directed to Denise L. Allen, Procurement Agent, at (219) 884-6100 ext. 107 or by email at: procurementagent@gptcbus.com.

SECTION 9.0 – QUOTE TERMS AND CONDITIONS

QUOTES TO BE SUBMITTED SHOULD INCLUDE:

1. The availability of or ability to address each specific product/service (or, at minimum, an adequate alternative);
2. Disclosure of any outsourcing that is anticipated (and for what project elements);
3. A list of at least five (5) references. Please include clients' business name, contact name, phone number and task(s) performed;
4. Responder's qualifications, years in business, staff profile and experience in providing the services required by this quote.
5. An effort to address the attached criteria in terms of content, to allow GPTC staff to compare quotations without having to request additional information.

SECTION 10.0 – AUTHORIZED SIGNATURE

Quotes must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days.

Failure of the successful responder to accept the obligation of the award may result in the cancellation of any award. A signed copy of the Signature Sheet (Attachment A) must be returned with all quotes.

SECTION 11.0 – CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS

Contractor should be aware that the contents of the successful quote as well as the entire content of RFQ #2017-10 and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the Federal Transit Administration (FTA) and Gary Public Transportation Corporation (GPTC). Failure of contractor to accept these obligations will result in the rejection of its response or cancellation of any award.

The model clauses set forth in this package are adopted and expressly made part of this RFQ, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies and/or GPTC, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

SECTION 12.0 - APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES

The following clauses will apply to all contracts resulting from this solicitation:

12.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

GPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12.2 FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

12.3 ACCESS TO RECORDS AND REPORTS

The Vendor agrees to provide GPTC, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Vendor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Vendor access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever and to copy excerpts and transcriptions as reasonably needed.

The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Vendor agrees to maintain same until GPTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

12.4 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 2007) between GPTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.5 TERMINATION

For all contracts entered into by GPTC and any contractor or subcontractor for which the amount of costs shall be Ten Thousand Dollars (\$10,000) or more, any termination shall be in accordance with the provisions found in **49 U.S.C. Part 18, and FTA Circular 4220.1F**. These provisions shall apply to contracts at all tiers of the project.

Termination for Convenience (General Provision): GPTC may terminate this contract in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination.

The contractor shall promptly submit its termination claim to GPTC to be paid the contractor. If the contractor has any property in its possession belonging to GPTC, the contractor will account for the same, and dispose of it in the manner GPTC directs.

Termination for Default [Breach or Cause] (General Provision): If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, GPTC may terminate this contract for default. Termination shall be effected by the serving a notice of termination on the contractor setting forth the manner in which the contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General provision): GPTC at its sole discretion may, in the case of a termination for breach or default, allow the contractor fourteen calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the contractor fails to remedy to GPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within fourteen (14) working days

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

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

Termination for Convenience (Professional or Transit Service Contracts): GPTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, GPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Services): If the contractor fails to deliver supplies or fails to perform, the services in the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, GPTC may terminate this contract for default. GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default.

The contractor will only be paid the contract price for supplies delivered and accepted, for services performed in accordance with the manner of performance set forth in this contract.

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

Termination For Default (Transportation Services): If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default.

The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of GPTC's goods, the contractor shall, upon direction of GPTC, protect and preserve the goods until surrendered to GPTC or its agent. The contractor and GPTC shall agree on payment for the preservation and protection of goods. Failure to agree on amount will be resolved under the Dispute clause. If after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GPTC.

Termination for Default (Construction): If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with other provisions of this contract, GPTC may terminate this contract for default. GPTC shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event GPTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to GPTC resulting from the contractor's refusal or failure to complete the work within the specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by GPTC in completing the work. The contractor's right to proceed shall not be terminated nor the contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of GPTC, acts of another contractor in the performance of a contract with GPTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. The contractor, within ten (10) days from the beginning of any delay, notified GPTC in writing of the causes of delay.

If, in the judgment of GPTC, the delay is excusable, the time for completing the work shall be extended. The judgment of GPTC shall be final and conclusive on the parties, but subject to appeal under the dispute clauses.

If after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of GPTC.

Termination for Convenience or Default (Architect and Engineering): GPTC may terminate this contract in whole or in part, for its convenience or because of the failure of the contractor to fulfill the contract obligations. GPTC will terminate by delivering to the contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for convenience of GPTC, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the contractor to fulfill the contract obligations, GPTC may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by GPTC. If after termination for failure to fulfill the contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GPTC.

Termination for Convenience of Default (Cost Type Contractors): GPTC may terminate this contract, or any portion of it, by serving Notice of Termination on the contractor. The notice shall state whether the termination is for convenience of GPTC or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from GPTC, or property supplied to the contractor by GPTC. If termination is for default, GPTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination.

The contractor shall promptly submit its termination claim to GPTC and the parties shall negotiate settlement to be paid the contractor. If the termination is for the convenience of GPTC, the contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, GPTC determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, GPTC, after setting up a work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

12.6 DISADVANTAGED BUSINESS ENTERPRISE

The following assurances are included in all agreements between GPTC and the vendors to whom contracts are issued.

- a. Any and all financial assistance agreements signed by GPTC will include an assurance that GPTC will not discriminate on the basis of race, color, national origin, or gender in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. GPTC's DBE program, as required by 49 CFR, Part 26, and as approved by USDOT, will be incorporated by reference in all applicable agreements.
- b. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this agreement.

Each contract that GPTC signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance: "The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or gender in the performance of this contract.

The contractor shall carry out applicable requirements of **49 CFR, Part 26** in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as GPTC deems appropriate.” Prompt Payment Mechanism, 49 CFR, Part 26.29 GPTC has established a mechanism for prompt payment of DBE subcontractors by prime contractors. Prime contractors are required to pay subcontractors within five days from the receipt of payment from GPTC. They are further required to return funds retained within thirty (30) days after the subcontractor’s work is satisfactorily completed. Clauses requiring prompt payment have been included in all GPTC agreements with contractors. Prime contractors are required to include this language (clauses) in their contracts with subcontractors. Any delay or postponement of payment may only take place for good cause, with prior approval of GPTC. Where there are disputes, prime contractors and subcontractors will be required to use appropriate Alternative Dispute Resolution (ADR) mechanism to resolve payment disputes. GPTC will participate in the resolution if necessary. Failure to carry out prompt payment requirements will be considered a breach of contract with the following results:

- a. GPTC will not reimburse prime contractors for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- b. GPTC will not award future contracts to prime contractors who refuse to pay promptly.

Financial Institutions, 49 CFR, Part 26.27 GPTC has thoroughly investigated its service area for banks and financial institutions owned and controlled by DBEs. The results of the investigation revealed that there are no such institutions within the City of Gary.

However, GPTC encourages the prime contractors, subcontractors, and various vendors to search for and utilize services provided by financial institutions that are owned and/or controlled by DBEs, and requires all such parties to make good faith effort to do so. GPTC, in accordance with **Title VI of the Civil Rights Act of 1964, 778 §252, 42 U.S.C. 2000d to 2000 – 4, and Title 40, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the DOT** issued pursuant to such act, hereby notified all vendors that it will affirmatively insure that for any contract entered into pursuant to this advertisement; Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminate against on the grounds of race, color, sex, age or national origin in the consideration of award.

DBE is a small business concern and is a business of which at least 51% is owned and controlled by a Minority group member(s). The minority ownership must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business.

Small business concerns are a small business as defined by **Section 3 of the Small**

Business Act and Appendix B – Section 106(c) determinations of Business Size. Socially and economically disadvantaged individuals are those who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent resident) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities and individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

NOTE: Minority includes the following groups: African-American, Spanish American, Native-American, Asian, Pacific Islander, Alaskan Natives, and women.

- i. “Black Americans” which includes persons having origins in any of the Black racial groups of Africa.
- ii. “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture of origin, regardless of race.
- iii. “Native American” which include persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- iv. “Asian Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas.
- v. “Asian Indian Americans” which includes persons whose origins are from India, Pakistan, and Bangladesh.

The contributions of capital, equipment, or expertise that has been made by the minority owners must be real, substantiated, and documented. It is the policy of GPTC that DBE vendors should participate to the greatest extent possible consistent with the laws of the State of Indiana in contracts awarded by GPTC.

It is the policy of DOT that DBEs as defined in **49 CFR Part 23** and amended in **Section 106(c) of the Surface Transportation Assistance Act of 1987**, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of **49 CFR 23** and amended by **Section 106(c) of the Surface Transportation Assistance Act of 1987** apply to this agreement and is considered pertinent to any contract resulting from this solicitation. It is further the policy of GPTC to promote the development and increase the participation of business owned and controlled by the disadvantaged. DBE involvement in all phases of GPTC’s procurement activities are encouraged.

Calendar year goals have been set in an attempt to match procurements with available disadvantaged businesses. GPTC’s goal for budgeted service contract, bus repair parts, and other materials and supplies for DBEs participation have been established at 2.96%. Contractors agrees to ensure that DBEs as defined in **49 CFR Part 23 and Section 106(c) of the STURAA of 1987**, have the maximum opportunity to participate in part or in

whole with Federal Funds provided under this agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Contractors shall not discriminate on the basis of race, color, sex, age, or national origin in the award and performance of DOT assisted contracts.

DBE OBLIGATION

GPTC will provide guidance and assistance as may be necessary to assist the contractor to ensure that DBEs, as defined in **49 CFR Part 23**, have the maximum opportunity participate in the performance of contractors and subcontractors financed in whole or in part by FTA funds.

Contractors shall not discriminate on the basis of race, color, sex, age, or national origin in the award and performance of DOT assisted contracts. If a specific DBE goal is assigned to this contract, the goal will be clearly stated in the Scope of Work of this solicitation.

If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, GPTC may declare the contractor non-compliant and in breach of contract. If a goal is not stated in the Scope of Work, it will be understood that no specific DBE goal has been assigned this contract.

The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts financed in part or in whole with Federal Funds. All necessary steps will be taken to assure total and full compliance with the intent and the contents of **49 CFR Part 23** as amended.

The contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with GPTC's DBE program.

These records and documents will be made available at reasonable times and places for inspection by any authorized representative of GPTC and will submit them to GPTC upon request.

12.7 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

GPTC and the Contractor agree that in compliance with **FTA Circular 4220.1F** certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions shall be included by reference. All contract provisions required by DOT, as set forth in **FTA Circular 4220.1F** are hereby incorporated by reference.

Anything to contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GPTC requests, which would cause GPTC to be in violation of the FTA terms and conditions.

12.8 ENERGY CONSERVATION REQUIREMENTS:

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

12.9 ACCESSIBILITY

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

SECTION 13.0 – PROTEST PROCEDURE

The "Bid Protest Procedure" detailed below is an integral part of the GPTC procurement policies.

It is provided to ensure fairness to all prospective vendors desiring to compete for business from GPTC and to prepare a response to any solicitation in which GPTC specifies requirements for equipment, material, services, or goods.

Protest(s) will only be accepted by GPTC's Purchasing Department from officers of a business whose direct economic interest would be affected by the award of a contract or the refusal to award a contract. The Director of Procurement will consider all such protests, whether submitted before or after the award of such a contract.

If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest(s) submissions should be concise, logically arranged and state clearly the grounds for protest.

All protest must include the following minimal information:

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

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

DEFINITIONS:

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

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

Protest Before An Award

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

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

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

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

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

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

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

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

Protest After An Award

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

GPTC shall render through the Director of Procurement, a decision on the protest within fourteen (14) days after the receipt thereof.

Notice of that decision will be furnished to all interested parties. If the decision rendered by GPTC is deemed to be adverse by the protestor, it may file a protest with the Federal Transportation Administration (FTA).

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

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

See, e.g., Buy American Requirements, 49 CFR Part 661 (Section 661.15); participation by Minority Business Enterprise in Department of Transportation programs, 49 CFR, Section 23.73.

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

Protestors are required to file a protest with FTA not more than five (5) days after the rendering of a decision on the original protest by GPTC.

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

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

Protest filed with the FTA shall:

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

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

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

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

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

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

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

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

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

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

SECTION 14.0 – STANDARD PROVISIONS FOR CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to GPTC such as the following.

14.1 REPORTING OF CONTRACTOR

- 14.1.1 The Contractor is to report to the General Manager or his/her designees and will cooperate and confer with them as necessary to ensure satisfactory work progress.
- 14.1.2 All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- 14.1.3 All reports made in connection with these services are subject to review and final approval by the General Manager.
- 14.1.4 GPTC may review and inspect the Contractor's activities during the term of this contract.
- 14.1.5 When applicable, the Contractor will submit a final, written report to GPTC General Manager regarding services performed.
- 14.1.6 After reasonable notice to the Contractor, GPTC may review any of the Contractor's internal records, reports, or insurance policies.

14.2 PERSONNEL

- 14.2.1 The Contractor will provide the required services and will not subcontract or assign the services without GPTC's prior written approval.
- 14.2.2 The Contractor will not hire any GPTC employee for any of the required services without GPTC's prior written approval.
- 14.2.3 The parties agree that the Contractor is neither an employee nor an agent of the GPTC for any purpose.

14.3 INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify GPTC, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of GPTC in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor.

14.4 CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract.

For breach of this promise, GPTC may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

14.5 ASSIGNS & SUCCESSORS

This contract is binding on GPTC and the Contractor, their successors and assigns. Neither GPTC nor the Contractor shall assign or transfer its interest in this Contract without the prior written consent of the other.

14.6 PAYROLL TAXES

The Contractor assumes responsibility for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect GPTC against such liability.

14.7 CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by GPTC and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

14.8 CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of the State of Indiana. The parties agree that the proper forum for litigation arising out of this contract is in Lake County, Indiana.

14.9 EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

SECTION 15.0 - AWARD

GPTC reserves the right to reject any and all quotes received as a result of this RFQ. If a quote is selected, it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which GPTC may consider.

GPTC intends to base award fully on the basis of responses received from the RFQ; GPTC reserves the right to consider quotes for modifications at any time before a Purchase Order would be awarded, and negotiations would be undertaken with that contractor whose quote is deemed to best meet GPTC's specifications and needs.

Low Bidder:

Low Bidder will be based upon the response given on the total pricing and/or Sections: 2.0 Scope of Work; 5.0 Documents Required With Quote Submission; 6.0 Pricing and 7.0 References.

ATTACHMENT A:

SIGNATURE SHEET

Signature

Company Name

Print Name

Company Address

Title

City, State Zip

Telephone #

Fax #

Email Address

Federal Tax ID #

DUNS#

The above individual is authorized to sign on behalf of company submitting quote.

ATTACHMENT B:

**FIRM PRICE
QUOTE FORM**

EMPLOYEE ASSISTANCE PROGRAM	LENGTH OF CONTRACT 5 YEARS
Monthly charge per Employee	\$
	