



TOPEKA METRO

Topeka Metropolitan Transit Authority
201 North Kansas Avenue
Topeka, KS 66603
(785) 233-2011

REQUEST FOR PROPOSALS
As Needed Demand Response Service

November 16, 2020

REQUEST FOR PROPOSALS

As Needed Demand Response Service

RFP TM-21-02

November 16, 2020

Notify Richard Appelhanz via email of your interest in this solicitation.
rappelhanz@topekametro.org

All communication will be sent to known solicitation holders via email.

Metro will be unable to send you information, addenda, and other updates
if you do not notify us of your interest in this project.
Metro will not be responsible for communicating with firms
that do not notify us of their interest in this solicitation.

Topeka Metropolitan Transit Authority
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www.topekametro.org

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PROPOSAL SCHEDULE

**AS NEEDED DEMAND RESPONSE SERVICE
RFP TM-21-02
Topeka Metropolitan Transit Authority**

Monday, November 16, 2020	Public Notice and Request for Proposals
Wednesday, December 2, 2020	Last Day for Proposers to Request Changes and Ask Questions
Thursday, December 10, 2020	Last Day for Metro to Respond to Requests and Questions
Wednesday, December 23, 2020	Proposals are Due No Later than 3:00pm Central Time

PUBLIC NOTICE AND REQUEST FOR PROPOSALS

Topeka Metropolitan Transit Authority (Metro) will receive proposals from qualified firms to provide origin to destination demand response service on an as needed basis. Proposals must be received in the Metro office at 201 N. Kansas Avenue, Topeka, KS 66603, in sealed envelopes marked "AS NEEDED DEMAND RESPONSE SERVICE / RFP TM-21-02" no later than 3:00 PM Central Time on Wednesday, December 23, 2020. The proposal schedule will allow for thirty-nine (38) calendar days for proposal submission.

The RFP document package may be obtained from Metro's office at 201 N. Kansas Avenue, Topeka, KS 66603, on or after Monday, November 16, 2020 by contacting Richard Appelhanz. Interested firms may download the RFP document package from Metro's website (www.topekametro.org) or call (785) 730-8621 to arrange for pickup or mailing.

The proposers will be required to comply with all applicable state and federal Equal Employment Opportunity (EEO) laws and regulations. Metro, in accordance with Title VI of the Civil Rights Act of 1964 and related regulations, hereby notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, religion, gender, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or military status in consideration for an award.

Any agreement resulting from this RFP is subject to financial assistance agreements between Metro and the Federal Transit Administration.

In order to be eligible to submit a proposal, the proposer must not be included on the United States Comptroller General's Consolidated List of Persons or Firms currently debarred or suspended from participating in public contracts.

Metro reserves the right to accept any proposal or any part or parts thereof. Metro reserves the right to reject any or all proposals and to waive irregularities therein, and all proposers must agree that such rejection shall be without liability on the part of Metro for any penalty brought by a proposer because of such rejections, nor shall the proposer seek any recourse of any kind against Metro because of such rejections, and the filing of any proposal in response to this solicitation shall constitute an agreement of the proposer to these conditions.

Topeka Metropolitan Transit Authority
201 North Kansas Avenue
Topeka, KS 66603

PART I – PROJECT DESCRIPTION

This document is a guide to properly preparing your proposal. All proposals must be completed in strict compliance with the requirements of this document. This RFP will become part of the final contract between Metro and the Contractor.

1.0 SCOPE

This procurement is for a qualified firm to provide origin to destination (also known as door-to-door) demand response service on an as needed basis for the Board of Directors of Topeka Metropolitan Transit Authority (Board). This will be a competitive procurement and will be awarded in accordance with the terms and conditions set forth in this document. Any agreement resulting from this RFP is subject to financial assistance agreement between Topeka Metropolitan Transit Authority (Metro) and the Federal Transit Administration (FTA). Proposers are advised to read all sections thoroughly before submitting a proposal.

2.0 SPECIFICATIONS

The Board invites qualified firms to submit a proposal to provide origin to destination demand response service on an as needed basis. Demand Response Service is defined as any non-fixed route system of transporting individuals that requires advanced scheduling by the customer, including services provided by public entities, nonprofits, and private providers. Demand response service may also be referred to as Lift Services or Paratransit Services. This service must comply with all ADA requirements; contractor will be responsible for ensuring there are sufficient ADA-accessible vehicles available to fulfill the needs of the contract.

Our current service hours are generally:
Monday – Friday – 5:35 am to 6:40 pm
Saturday – 8:15 am to 6:40 pm
Sunday – no service

The Metro Lift Service provides origin to destination service for passengers who have a qualifying disability, which prevents them from being functionally able to utilize the fixed route bus system. Lift service is provided to passengers who qualify under ADA regulations, and must be provided concurrently with normal fixed route operation. All passengers must complete an eligibility application and receive approval from Metro before utilizing the Lift. According to federal regulation, the Lift fare can be no more than twice the full fixed route cash bus fare. Metro's Lift fare is currently \$4.00 per one-way trip per passenger, which is twice the fixed route fare. This fare may increase or decrease without notice, upon action taken by the Metro Board of Directors. Service is provided to those passengers who travel within $\frac{3}{4}$ of a mile of a regular fixed route and in areas as adopted by the Metro Board. Currently, service provided in addition to that required by ADA includes service to the contiguous corporate city limits of Topeka at a premium fare.

Qualified demand response service passengers must call Metro for reservations by 5:00pm the day before the trip. Metro then sends the ride reservations with all the relevant details to the contractor via the Reveal Software system. Metro supplies a sufficient number of tablet computers containing the Reveal Software system to the contractor for their vehicles. The contractor must supply their own office computer and printer to access, print, and complete required forms received via the Reveal Software system. The passenger will pay \$4.00 for the ride, and Metro will pay the remainder of the contracted price. The passenger portion of the fare may change at any time, which would result in a change to Metro's portion –

the total amount paid to the contractor would not change if the passenger portion changes. All trip origins and destinations must be within the contiguous corporate city limits of Topeka and locations within the ¾ mile ADA mandated corridor. The contractor may provide shared rides for program passengers; however, all passengers traveling in the same vehicle must be Metro passengers. Metro passengers cannot ride with passengers receiving private services. ADA regulations regarding pick-up window and excessive trip length must be followed when transporting multiple passengers.

3.0 METRO OVERVIEW

Since its beginning in July 1973, Topeka Metropolitan Transit Authority (Metro) has operated transit service as an independent public entity under the authority of Kansas statutes and Topeka ordinances. Metro has the state statutory authority to operate in the City of Topeka, Kansas and within ninety miles of the City limits. The primary function of Metro is to plan, develop, finance, and operate transit buses, equipment and facilities serving the City of Topeka and surrounding area.

Metro provides fixed route bus service Monday through Saturday during daytime hours, and ADA paratransit (Lift) service during fixed route bus service hours. Metro currently operates twelve fixed routes and two weekday specials, all within the City limits.

Metro receives the following types of funding:

- U.S. Department of Transportation, Federal Transit Administration, operating and capital grants
- Kansas Department of Transportation, operating and capital grants
- City of Topeka, property tax funding for operating and capital expenses
- Metropolitan Topeka Planning Organization, City of Topeka, planning grants

The above-mentioned funding constitutes approximately 85% of Metro's annual revenues. The majority of the other 15% is generated through bus fares.

Metro's fiscal year is July 1 through June 30. Total annual budgeted expenses are approximately \$10 million. Metro currently has 100 employees.

4.0 CONTRACTOR'S RESPONSIBILITIES

Dispatching and Time Clock

The contractor will have a dispatch system between their dispatch center and all vehicles providing service under this contract. The contractor will be responsible for ensuring the maintenance of the communication system and that repairs are timely. The contractor will maintain an atomic time clock in the dispatch center and drivers will be responsible for syncing the timepieces to the atomic time each day.

Complaints and Comments

A complaint will be recorded when a passenger or the passenger's representative contacts Metro or the contractor to complain about how a trip was delivered or a specific incident. The contractor will collect information as to the date, time and location of the complaint. Complaints received by the contractor will be forward to Metro the same day for investigation. Complaints received by Metro will be forward to the contractor for response. Metro will investigate all complaints; all investigations will be completed, and any corrective action taken within five workdays of receipt of the complaint. Contracted drivers receiving multiple substantiated complaints may not be able to transport passengers. Other service comments received by the contractor from passengers will be recorded and submitted to Metro the same day.

Holidays

There would be no service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas.

Securement, Seat Belts and Wheelchairs

Service will comply with ADA transit requirements. All passengers, mobility aids and grocery carts will be properly secured. Passengers are to remain seated and secured until the vehicle stops. All securements, ramps and lift devices must meet ADA specifications. Lap and shoulder belts will be available at each securement location, though passengers are not required to use them. Mobility aids and carts will be secured, according to Metro Policy, before driving the vehicle. Metro management may periodically inspect the contractor's equipment to ensure compliance and passenger safety. The contractor will provide for the safety and well-being of passengers.

Vehicles

The contractor will always have ADA-accessible vehicle(s) available. Per ADA requirements, the vehicle must accommodate a minimum of 1 Passenger, 1 Personal Care Assistant (PCA), and 1 Guest/Escort for a total of 3 Passengers. The PCA is not charged for the trip and Metro is not billed by the Contractor for the PCA. The Guest/Escort is charged for the trip and Metro is billed by the Contractor for the Guest/Escort. The contractor will perform safety and maintenance inspections of all vehicles used for this service in conformance with FTA requirements, including daily cycling of ramps/lifts, and keep vehicles clean in appearance. No physical damage to vehicles will be apparent to passengers. Smoking is not allowed in the vehicles. All vehicles will be clean, safe and reliable, and will plainly show the contractor's company name on the outside. The contractor is required to maintain their vehicles in good working condition. Metro may inspect vehicle maintenance records as needed in accordance with federal regulations – see Section 6.0 below for links to 49 CFR Parts 27, 37 and 38. Preventive maintenance records will be maintained on-site and readily accessible for Triennial Reviews. The contractor will arrange for back-up vehicles, service calls, towing, and any and all other on-road needs.

Computer and Printer

The contractor must supply their own computer and printer to access, print, and complete required reports and invoices received from Metro via the Reveal Software system, to access e-mails from Metro, or to access any other applicable forms or electronic communication.

Performance Standards

The contractor will be held to the performance standards listed below and will report monthly (or as otherwise specified) to Metro on each standard. Federal requirements will be found at the following links:

Requirements for Operation and Maintenance of Demand Response Service

<https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/pdf/CFR-2011-title49-vol1-part27.pdf>

<https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/pdf/CFR-2011-title49-vol1-part37.pdf>

<https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/pdf/CFR-2011-title49-vol1-part38.pdf>

Requirements for Drug and Alcohol Testing

<https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/pdf/CFR-2011-title49-vol1-part40.pdf>

<https://transit-safety.fta.dot.gov/drugandalcohol/regulations/regulations/49cfr655/49cfr655.pdf>

Lift Service User's Guide - Follow all rules in Appendix 1 – The Lift Service User's Guide.

Scheduling – Schedule passenger trips in accordance with applicable regulations.

Service – Deliver service in accordance with the terms of the contract.

No-Shows – The contractor’s dispatch will ensure that the driver’s arrival time, within the 30-minute window, wait time (5 minutes) and address are correct before authorizing a no-show. The contractor may bill Metro for each no-show, which must be accompanied by GPS tracking documentation which shows that the driver showed up at the correct location at the proper time.

Late Call Cancellations – When a reservation is cancelled by the passenger within 20 minutes of the beginning of the scheduled pick-up window it is considered a Late Call Cancellation and the contractor may bill Metro the same rate for a no-show.

On-Time Performance – This measure’s the contractor’s ability to arrive at the pick-up address as scheduled. Service is “on-time” when the driver arrives during the scheduled 30-minute pick-up window. The contractor will not be paid for a pick-up that is 30 minutes or more past the pick-up window and will be penalized \$25 for a missed trip. (See Missed Trips Below)

Missed Trips – A missed trip occurs if the contractor:

- a. fails to arrive at the pick-up location specified in the reservation.
- b. fails to carry out specific instructions (i.e. honk on arrival, meet passenger in lobby).
- c. arrives after the end of the pick-up window and the passenger has left or no longer wants the ride.
- d. arrives and departs before the beginning of specified pick-up window.
- e. does not wait the required 5-minute wait time.

Contractor will incur a \$25 penalty for each missed trip.

Ride Time – Passengers should not be required to take long journeys. Drivers will take the quickest route possible. Since Topeka is a small city, no trip should take longer than 30 minutes. Paratransit trips should be comparable to the same trip using the fixed route system.

Service Denials – Service may be denied to passengers that do not comply with Metro rules. This link <https://topekametro.org/about-metro/how-to-ride/rider-guidelines/> shows Metro’s passenger rules. The contractor must contact a Metro Supervisor for approval before denying service. If service is denied, an incident report must be submitted that same day.

Compliance – The contractor will comply with all applicable federal, state and local ADA and motor vehicle requirements. The contractor will maintain any and all necessary federal, state and local licenses and certifications.

Drug & Alcohol Testing – Links to the requirements are provided above for 49 CFR Part 40 and 49 CFR Part 655. The contractor will certify its compliance with these requirements by the annual submission of the Management Information System (MIS) reports to Metro’s Director of Human Resources. The contractor will notify Metro immediately of any failed drug or alcohol test.

Drivers - Drivers must hold a current and valid driver’s license issued by the State of Kansas, with the proper endorsement for the type(s) of vehicle they will drive. If applicable, drivers will be licensed by the City of Topeka for operation of a taxicab. Drivers will:

- a. be dressed in company uniform or business casual attire with a company logo;
- b. wear an identification badge with photograph;
- c. identify themselves to the passenger as a Metro representative;
- d. consider a passenger violation as an incident; and,
- e. report in writing all accidents, incidents and passenger violations to Metro the day they occur.
- f. not use a cell phone or electronic equipment when transporting a Metro passenger.

Drivers operating under this contract will not have a disqualifying conviction or adjudication within the last five (5) years under the laws of the United States, statutes of the State of Kansas or any other state, or ordinances of Topeka or any other city. Disqualifying violations include, but are not limited to, the following:

- g. driving under the influence of alcohol or controlled substances, or excessive blood alcohol
- h. refusal to submit to a test for alcohol or drugs
- i. reckless driving
- j. attempting to elude
- k. chemical test failure for alcohol
- l. evading arrest
- m. heedless, willful, wanton or reckless disregard of the rights or safety of others while operating a motor vehicle
- n. any crime involving transportation, possession, sale or use of illegal drugs
- o. leaving the scene of a traffic accident
- p. suspended or revoked driver's license

Drivers who have entered a diversion agreement after DUI arrest will not be allowed to drive under this contract. Drivers who have had a chargeable accident within the previous twelve (12) months may be determined ineligible to drive under this contract. The contractor will submit a list of current drivers to Metro each month. The contractor will submit annually copies of driver licenses for each driver under this contract and a written copy of its current driver hiring practices. The contractor will properly train all drivers and will provide proper levels of all necessary types of employment insurance coverage. Personnel will attend mandatory training as directed by Metro. The contractor will comply with any and all labor agreements, and federal, state and local employment requirements. A driver will be disqualified under this contract if there are a total of four (4) documented violations, including customer complaints, of any of the following performance standards:

- q. smoking/eating/drinking, or allowing a passenger to smoke/eat/drink, in the vehicle;
- r. treating passengers in an unprofessional or discourteous manner;
- s. disobeying traffic rules;
- t. lack of patience or self-control when confronted with a disruptive or unruly passenger;
- u. lack of English proficiency, in order to communicate with passengers;
- v. possession of a firearm, either on their person or in the vehicle;
- w. no accurate timepiece on their person or in their vehicle; or
- x. cell phone or electronic device usage while transporting a Metro passenger.
- y. maintaining a professional boundary with all Metro passengers.

Insurance – The contractor is required to provide full liability insurance coverage in the amount of \$500,000 per occurrence.

Fare Collection – The contractor is responsible for collecting the \$4.00 fare from the passenger. If the passenger pays cash, the contractor keeps it. If the passenger pays using a ticket, the tickets must be submitted to Metro with the invoice for reimbursement. If the passenger pays a premium fare, the contractor keeps the whole fare. Metro reserves the right to deduct from payment to the contractor the amount that should have been collected in fares.

Reporting

Metro is required to follow all federal regulations pertaining to demand response service. These requirements pass through to contractors, who must report service information to Metro. The following reports will be submitted by the due dates listed:

a. Complaints – received by the contractor will be forward to Metro the same day for investigation.

b. Incident and Accident List – Notify Metro as they occur and follow up with a written list the same day. An incident is any unexpected event or condition that causes a disruption of normal service or the normal operation of daily activity that does not involve a vehicle collision. Incidents include, but are not limited to:

1. safety problem;
2. mechanical failure that threatens harm to the driver or passenger;
3. mechanical failure or other problem that effects the safe operation of the vehicle;
4. passenger altercation or violation of passenger rules;
5. medical emergencies; or,
6. refusal of service.

The contractor is required to immediately report all accidents to Metro and to follow up with a written report and GPS data the same day. Accidents may involve a vehicle, passenger or stationary object. A vehicle accident is any occurrence where a vehicle comes into contact with another vehicle, or with an object or person.

A passenger incident is any occurrence of a passenger stumbling, falling or being thrown by the movement of the vehicle, regardless of whether the passenger is on board, boarding or alighting. Passenger incidents involving the ramp, mobility aid or securements must be treated and investigated as an accident.

c. Failed Test – The contractor will notify Metro immediately of any failed drug or alcohol test.

d. Testing List – Same day. A list of employees selected for random testing that were not tested. Show the employee name(s), date of random selection and the reason for not being tested.

e. Employee Changes – Same day. Employee changes must be sent to the drug and/or alcohol testing center as well as to Metro.

f. Ridership Invoice – Contractor must complete a weekly ridership invoices showing daily numbers of ambulatory passengers, wheelchair passengers, late call cancellations, no shows, personal care assistants, and free trips. The week begins on Monday and ends on Saturday and the invoice should be submitted to Metro by the following Monday.

g. Driver List – Provide monthly by the fifth business day of the month. List all drivers currently providing service under this contract. Notify Metro immediately of changes to the driver list.

h. Billing Summary – Provide monthly by the fifth business day of the following month, preferably in Excel format. Show number of ambulatory passengers, wheelchair passengers, late call cancellations, no-shows, personal care assistants, and free trips for the previous month.

i. National Transit Database (NTD) Reporting – Metro is required to submit monthly and annual reports to the Federal Transit Administration (FTA) through the (NTD). Contractor's reports are to be submitted to Metro by the 5th business day of the following month and should include at a minimum passenger counts, revenue hours, revenue miles, vehicles operated at maximum service, accidents, incidents, missed trips, and denied trips. Contractor is required to provide information

in regular monthly reports as described herein. In addition, information concerning vehicles, operators, accidents, incidents, facilities, cost allocation, and other data shall be provided as requested by Metro.

j. Performance Report – Provide monthly by the fifth business day of the following month. Show total trips performed, on-time trips, no shows, missed trips, accident totals, comment totals, and average ride time.

k. Drug & Alcohol Testing Report – Provide every 3 months.

l. Vehicle Maintenance Summary – Provide every 3 months for each vehicle in service.

m. Drivers' Motor Vehicle Records – Provide each driver's motor vehicle record every 6 months.

n. Criminal Background Checks (DUI & Legal) – Provide each driver's background checks, both DUI and Legal, once each year.

o. Safety and Policy Training Report – Provide once each year.

p. Driver's License Copies – Provide a copy of each driver's license once each year.

q. Driver Hiring Practices Policy – Provide a copy once each year.

r. Charter Certification – Provide once each year.

s. Insurance Certificate – Provide once each year.

t. Contract Certifications – Provide once each year.

u. Drug & Alcohol Program Certification – Provide once each year.

v. Contact List – Have email capability and provide Metro with a contact list of key personnel once each year. Report any changes to key personnel as they occur.

w. MIS Report – The Management Information System report referred to in the Drug & Alcohol testing requirements. Submit annually to Metro's Human Resource Director by March 1.

x. Triennial Survey – Metro is required to conduct surveys of passenger trips every three years. The contractor will comply with Metro's requests for these surveys. At this time, all required trip information for these surveys is found on reports in the Reporting section.

y. Triennial Review – Metro is required to undergo a federal review of demand response services every three years. The contractor will maintain all necessary records and will respond to Metro's requests for information. The contractor may be required to assist the federal reviewers, respond to their requests for information and provide records as required. Many times, an on-site visit is performed by the federal reviewers.

5.0 CONTRACT QUANTITIES AND TERM

Metro may award a contract to one bidder or multiple bidders, or Metro may choose not to award a contract. This contract would be in effect for five years. Metro may issue another RFP for these services prior to the end of this contract term. Metro can in no way guarantee a certain number of passengers but following is a five-year history of rides provided by the current demand response service contractor(s). The Metro fiscal year is from July 1 through June 30.

FY2020 – 26,135
FY2019 – 28,399
FY2018 – 25,270
FY2017 – 25,774
FY2016 – 23,415

There is no minimum or maximum number of trips per day, month, or year. Metro reserves the right to pull back trips as necessary.

6.0 METRO RESPONSIBILITIES

- a. Pay all monthly invoices within thirty (30) days of receipt.
- b. Complete all National Transit Database reporting.
- c. Assist Contractor, when possible, in staying current with FTA requirements.
- d. Schedule quarterly progress meetings.
- e. Perform oversight and audit functions as required by FTA.
- f. Performance standard oversight.
- g. Driver spot checks.
- h. On-Site Training.

7.0 OMISSION OF SPECIFICATIONS

No advantage shall be taken by Contractor or any sub-contractor in the omission of specifications on the part of Metro of any part or detail which goes into fulfilling the terms of this RFP.

PART II – INSTRUCTIONS TO PROPOSERS

This RFP represents, in writing to all proposers, the most comprehensive and definitive statement that Metro is able to make at this time as to the requirements, terms, and conditions for this solicitation. The proposal package is the proposer's opportunity to demonstrate how it will best meet the needs of Metro, both in the service provided and the cost to provide the service. A well organized, complete, and compliant proposal package will improve the contractor's chances of receiving an award for this project.

Any information or understandings, verbal or written, which are not contained either in the RFP or in subsequent written addenda to the RFP, will not be considered in evaluating the proposals.

1.0 DISCLOSURE OF PROPOSALS

Proposals and other materials submitted by proposers which may become part of a contract with Metro may be subject to state and federal open records laws. Metro may deny public access to such records or applicable portions thereof that are trade secrets or are maintained for the regulation of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise, are specifically exempted from disclosure by state or federal statute, or are otherwise exempted from disclosure. Proposers shall mark as confidential only those portions of their proposals that they believe are not required to be disclosed under open records laws. Metro, however, is obligated to disclose information consistent with the requirements of said laws, notwithstanding any such designations made by proposers.

For proposals and other submitted materials that are subject to the Kansas Open Records Act, Metro may deny public access to (1) specifications for competitive bidding until the specifications are officially approved, and (2) sealed bids and related documents until a bid is accepted or all bids rejected.

2.0 SUBMISSION OF PROPOSALS

One hard copy marked "Original" and four (4) additional printed copies of the proposal are to be submitted in a sealed box or envelope with the name and address of the proposer clearly visible. All printed copies are to be submitted in the order given in Part II, Section 8.0. Also submit one electronic copy of your proposal on CD, stick drive, or via email to the individual(s) listed in Part II, Section 4.0.

The proposal should be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials. The proposal box or envelope is to be addressed as noted in Part II Section 3.0, clearly showing the proposer's address, and labeled, "AS NEEDED DEMAND RESPONSE SERVICE/ RFP TM-21-02."

3.0 PROPOSAL DELIVERY AND DUE DATE

All proposals must be received by Metro no later than the due date and time listed in the Proposal Schedule on page 5. It is the responsibility of each proposer to ascertain that its proposal is received by Metro by the specified deadline. Proposals received after that date and time will not be considered.

The proposal envelope must be delivered by the appropriate date and time to:

Topeka Metropolitan Transit Authority
Attn: Richard Appelhanz
201 N. Kansas Avenue
Topeka, KS 66603

4.0 CONTACT PERSONS / RFP QUESTIONS

Chip Falldine
cfaldine@topekametro.org
785-730-8612

Richard Appelhanz
rappelhanz@topekametro.org
785-730-8621

Topeka Metropolitan Transit Authority
201 N. Kansas Avenue
Topeka, KS 66603

Questions and Change Requests must be directed to the individual(s) listed above. The RFP number must appear on the envelope or email. Any new information to be issued by Metro, replies to questions, and addenda or amendments to the RFP will be provided in writing to all known solicitation holders. All questions and change requests received will be answered only in writing; both the question and the answer will be shared with all known solicitation holders and posted to Metro's website.

Any questions, requests for clarification, change requests or any other communication concerning this RFP, either verbal or written, must be addressed to the individual(s) above. Any communication by proposers with other Metro employees, or with Metro officers, agents, board members, or any other individual directly associated with Metro, may result in the immediate disqualification of the proposer from consideration for the award of this contract.

Topeka Metro reserves the right to accept or deny any change requested to the requirements, specifications and material aspects of the solicitation. All responses to requested changes will be posted to Metro's website and distributed to all known proposers. Questions, Requests for Clarification or Interpretation, and Change Requests may be submitted until the date listed in the Proposal Schedule on page 5.

5.0 PROPOSAL PREPARATION COSTS

No payment will be provided by Metro for any of the information provided by proposers in response to this solicitation. Proposers are responsible for the entire cost of responding to this RFP, including but not limited to: preparation of proposal, pre-proposal conference, mailing of proposal, expenses pertaining to interviews and contract negotiations, and any and all legal costs incurred by the proposer.

6.0 PROPOSAL POSTPONEMENT AND AMENDMENT

Metro reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda or amendments will be furnished to known proposers' last known email address and posted to Metro's website. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days that, in the opinion of Metro, will enable proposers adequate time to revise their proposals. In any case, a revised proposal submission date will be at least five (5) days after the last addendum issued, and the addendum will include an announcement of the new date, if applicable, for submission of the revised proposals. Addenda or amendments to the RFP, after receipt of the proposals, will be offered only to those proposers who qualify by having submitted proposals by the date and time required for proposal submittal.

7.0 REQUIRED PROPOSAL CONTENT AND FORMAT

The submitted proposal must include the required contents and follow the format outlined below. There is no page limitation in document size, but any information submitted by the Proposer is expected to be concise and relevant to the RFP and Project. Proposals that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each copy of the Proposal must be complete. Information not requested, but which may enhance Metro's understanding of the proposal, may be attached as supplemental information. Unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Include subcontractor information where relevant. If you will be using a DBE subcontractor, include a copy of the subcontractor's current state DBE certificate.

7.1 Cover Letter

The Cover Letter shall be brief, signed by a person who is authorized to commit the Contractor to perform the Scope as listed in Part I Section 1.0. It shall be written on firm letterhead and contain the firm name, address, telephone number, email address and name of the main contact person.

7.2 Understanding of the Scope and Specifications

Provide a description of your understanding of, and ability to fulfill, the scope and specifications listed in Part I.

7.3 Experience and Qualifications of the Firm

Provide a description of your firm's experience and qualifications, including how long your firm has been in this type of business. Supply at least three references, businesses for which you have performed the same type of service recently. Contact information for all references must be up to date. Submit material which demonstrates that your firm has experience in this type of project, and has sufficient personnel with the requisite licenses, disciplines, skills, experience and equipment to complete the contract in a satisfactory manner.

7.4 Price

Complete the Price Quote form in Part V. All fields must be completed on the price list. If any of the fields are not applicable, or if an item is not available, put "n/a" in that field.

7.5 Attachments

Provide fully executed copies of all relevant forms and certifications in Part V. Missing or improperly executed forms will reduce your evaluation scoring and may invalidate your proposal.

8.0 OTHER COMMENTS AND INSTRUCTIONS

8.1 Right of Selection/Rejection

Metro reserves the right to:

- 8.1.1 Reject any and all proposals. Proposers who submit proposals that do not follow the instructions, or do not provide the information requested within this RFP, may be subject to immediate rejection;

- 8.1.2 Reject any or all proposals not in compliance with all public and/or Metro procedures and requirements;
- 8.1.3 Select proposal(s) which appear to be in the best interest of Metro;
- 8.1.4 Waive any or all irregularities in proposals submitted;
- 8.1.5 Award any or all parts of any proposal; and
- 8.1.6 Not award or postpone awards of contracts to any selected firms during the contract term.

9.0 SINGLE PROPOSAL RESPONSE

If only one (1) proposal is received in response to this RFP, Metro will conduct an Analysis of the proposal in order to ensure that the proposal is responsive, that the proposer is responsible, and that the price quoted is fair and reasonable. In this event, Metro will require the full cooperation of the sole proposer in order to make a determination and complete its Analysis.

10.0 PROPOSAL MISTAKES OR WITHDRAWAL

A proposer who seeks to rescind his/her proposal or correct an error in his/her proposal may do so no later than two business days prior to proposal opening. After the proposals are opened, they may not be withdrawn for at least ninety (90) calendar days. Prior to the date and time set for the proposal opening, however, proposals may be modified or withdrawn by the Proposer's authorized representative in writing. The written notification is to be an original document, on Firm letterhead, and signed by an authorized representative of the Firm.

11.0 ADDENDA AND REQUESTS FOR CLARIFICATION

Requests for interpretations or clarifications shall be made by the date shown on the Proposal Schedule on page 5. All responses will be posted to Metro's website and provided to all known document holders via email by the date shown on the Proposal Schedule. Metro reserves the right to issue Addenda to the RFP at any time during this procurement process.

In order to establish a basis of quality and performance, certain requirements and qualifications may be specified in the RFP. It is not the intent of Metro to exclude other requirements or qualifications of equal value, utility or merit. Proposers may review all proposal requirements and seek exceptions or clarifications to requirements established in this document as outlined below.

It is the proposer's responsibility to ask questions, request changes or clarifications, or otherwise advise Metro if any language, specifications or requirements in the RFP appear ambiguous, contradictory, or arbitrary, or appear to inadvertently restrict or limit open competition. Metro reserves the right to make a determination, correction, or clarification whenever an inconsistency or discrepancy is found.

Proposers may discuss this RFP and any Addenda with the individual(s) listed in Part II Section 4.0; however, such discussions will not be construed as a formal or official response or statement, nor do they relieve the proposers from responsibility for submitting written requests for exceptions or clarifications.

Metro shall make a written determination on each request. Metro will use its best efforts to disseminate addenda; however, this shall not relieve proposers of the responsibility for determining if addenda have been issued. All addenda to this RFP will be posted on the Metro website and sent via email to all known solicitation holders.

12.0 RESPONSIVE PROPOSALS / PROPOSER'S QUALIFICATIONS

In order to qualify as a responsible proposer, in addition to the other requirements herein provided, a proposer must be prepared to prove to the satisfaction of Metro that it has the integrity, skill, and experience to faithfully perform the conditions of the Agreement and that it has the necessary facilities and financial resources to provide goods or services in accordance with the conditions outlined herein. The proposer is expected to refrain from knowingly undertaking collaboration or representation that will create a conflict with Metro, and to inform the Board and/or the General Manager promptly of any conflict that develops or they become aware of during the course of the contract with Metro. The proposer agrees to provide Metro additional information, or to clarify or supplement information already furnished, including, but not limited to information relating to its past performance, its plan for performing the requirements of the Agreement, investigations, indictments, convictions, the proposer's safety practices, and record and financial conditions. The proposer agrees to permit Metro to conduct site visits. To be considered skilled and experienced, the proposer must show, among other requirements of Metro, that it has satisfactorily supplied goods or services of the same general type and scope as that called for in the RFP. The proposer shall also be required to secure any necessary insurance policies or necessary licenses, permits, or certificates required by any legislative or regulatory body with jurisdiction of the subject matter and may be required to furnish evidence of same.

PART III – PROPOSAL EVALUATION AND SELECTION PROCESS

1.0 EVALUATION AND SELECTION / AWARD PROCESS

Evaluations will be conducted by an Evaluation Committee formed by and including Metro's Procurement Officer. Proposers shall provide complete and concise contact information, including the name of the interested firm, the name of the authorized company representative, the appropriate mailing address, telephone number, fax number, e-mail address, and any other pertinent contact information.

Metro will make the award to the proposer who has demonstrated that it can most effectively satisfy the interests of Metro. The successful proposer shall possess the ability to perform successfully under the terms and conditions of a proposed agreement. This RFP represents, in writing to all proposers, the most comprehensive and definitive statement that Metro is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of contract services. Any information or understandings, verbal or written, which are not contained either in the RFP, or in subsequent written addenda to the RFP, will not be considered in evaluating proposals. In order to be eligible for an award of a contract and notwithstanding its relative qualifications for purposes of the evaluation criteria and in other respects, the proposer must demonstrate to Metro's satisfaction that it is in all respects a responsible party, i.e., that it has the integrity, skill, and experience to faithfully perform the Agreement and the necessary facilities and financial resources to provide goods or perform the services in accordance with the Agreement documents, and be otherwise qualified and eligible to receive an award under applicable laws and regulations. Metro is seeking the highest quality, most professional services available.

The Selection Committee will evaluate proposals based on the evaluation criteria listed in Part III, Section 2.0. Each committee member will review and evaluate proposals individually; the committee will then meet to discuss the proposals, total the evaluation scoring, and prepare a recommendation of award for the Board. The Board will make the final decision and award the contract.

Proposals will be considered responsive based on compliance with the instructions and requirements of the RFP. Proposals that do not comply, or do not include all the required information, may be deemed unresponsive and ineligible for consideration.

2.0 REVIEW OF PROPOSALS

The Selection Committee will individually evaluate and rank all proposals based on pre-established evaluation criteria. Each member of the committee will evaluate and rank all relevant criteria, and then total the scores for each proposer. The scores of all members will next be added together for each proposer.

Following are the evaluation criteria, listed by degree of importance. A criterion may have multiple elements with varying degrees of importance.

- Flexibility to Meet Metro Specifications
- Proposer's Experience and Qualifications
- Price

Metro reserves the right to consider relevant information and facts, whether gained from a proposal, from the proposer, from proposer's references, or from any other source.

3.0 CLARIFICATION OF PROPOSALS

Metro reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a firm to respond to such a request for additional information or clarification may result in rejection of the firm's proposal.

4.0 CONTRACT AWARD

The contract will be awarded to the proposer whose proposal is the most advantageous to Metro. When the Selection Committee has decided upon a recommendation, its decision will be submitted to the Board for consideration; the Board will make the final decision for the award.

Metro plans to award the contract within ninety (90) days of the deadline for submission of proposals. Reasons for a delay in the award of the contract include, but are not necessarily limited to, the following:

- a. protests have been received,
- b. only one proposal was received,
- c. an issue requiring FTA response is pending,
- d. the award is made to a proposer who fails to enter into a contract.

If the award is delayed, proposals will remain valid for an additional sixty (60) days to afford Metro a reasonable opportunity to award the contract. No proposer may withdraw their proposal during that time.

If the proposer to whom the award is made fails to enter into a contract with Metro, the award will be cancelled. In that event, Metro reserves the right to make an award to the next most acceptable proposer, to re-enter negotiations with remaining proposers, or to cancel and reissue the RFP.

PART IV – GENERAL INFORMATION AND REQUIREMENTS

1.0 ACCESS TO RECORDS

The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, 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 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

2.0 ADA ACCESS

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3.0 ASSIGNMENT AND DELEGATION

Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

4.0 CIVIL RIGHTS

- 4.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 4.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - 4.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 4.2.2 Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 4.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans

with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

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

4.4 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor’s contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

5.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

6.0 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

7.0 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

8.0 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper corrections, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

9.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

9.1 This contract 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%. Metro’s overall 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

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

9.3 The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from Metro.

9.4 The contractor may not hold retainage from its subcontractors.

9.5 The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to

perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

10.0 DRUG AND ALCOHOL TESTING

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency of Kansas, or Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 655 and 40 before (*anniversary date of the contract*) and to submit the Management Information System (MIS) reports before March 1 of each contract year to the Contract Administrator, Metro, 201 N Kansas Avenue, Topeka, KS 66603. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements," which is published annually in the Federal Register.

11.0 ENERGY CONSERVATION

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

12.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

13.0 FEDERAL CHANGES

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Metro 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.

14.0 INCORPORATION OF FTA TERMS

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

15.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

16.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

17.0 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

18.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this 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 this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

19.0 PATENT INFRINGEMENT

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

20.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 20.1 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this 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 this 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.
- 20.2 The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 20.3 The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21.0 RECYCLED PRODUCTS

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

22.0 SCHOOL BUS

Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

23.0 SUSPENSION AND DEBARMENT

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The contractor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue

available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

24.0 TERMINATION

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

Termination for Default – 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, Metro may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Metro 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, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro 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 Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

Termination for Default – 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 provision of this contract, Metro may terminate this contract for default. Metro 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 Metro goods, the contractor shall, upon direction of Metro, protect and preserve the goods until surrendered to Metro or its agent. The contractor and Metro shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of Metro.

25.0 TRANSIT EMPLOYEE PROTECTIVE AGREEMENT

25.1 The contractor agrees to comply with applicable transit employee protective requirements as follows:

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

25.1.2 Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC 5310(a)(2), and if the US Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and public body subrecipient for which work is performed on the underlying contract, the contractor agrees to carry out

the project in compliance with the terms and conditions determined by the US Secretary of Labor to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the USDOL letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

- 25.1.3 Projects Authorized by 49 USC 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the US Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by USDOL or any revision thereto.
- 25.2 The contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

PART V – ATTACHMENTS

The forms provided in this section should be completed and included in the proposal package.

PLEASE NOTE: Return only one Acknowledgement – there are separate acknowledgement forms for sole proprietorship/partnership and corporations.

The information included in all of the following forms is required. If you include your own version of a form, please ensure that all required information is incorporated. The Evaluation Committee will consider any missing or incomplete forms as not responsive, which may result in your proposal being withdrawn from consideration.

Acknowledgement (Individual/Partnership)
Acknowledgement (Corporation)
Acknowledgement of Addenda
Charter Certification
DBE Certification
Non-Collusion Certification
Power of Execution
Price Quote
Proposal Change Request
Suspension/Debarment Certification

ACKNOWLEDGEMENT
Individual / Partnership

STATE OF)
)
COUNTY OF)
)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is/are personally known to me, appeared before me this day in person, and acknowledged the signature, seal and delivery of the foregoing instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal, this _____ day of _____, 20____.

My Commission Expires:

Notary Public

(SEAL)

ACKNOWLEDGEMENT
Corporation

STATE OF)
)
COUNTY OF)
)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, and _____, of _____, (a corporation)

who are each personally known to me, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act as officers of the corporation identified above as the Proposer, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notary seal, this _____ day of _____, 20____.

My Commission Expires:

Notary Public

(SEAL)

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered unresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal. Make copies of this form if more than five (5) addenda were issued.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to RFP TM-21-02:

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Proposer _____

Street Address _____

Street Address _____

City, State, Zip Code _____

Authorized Signature _____

Name _____

Title _____

Telephone Number _____

Facsimile Number (FAX) _____

E-Mail Address _____

CHARTER CERTIFICATION

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

POWER OF EXECUTION

Authorization of Bidder

The undersigned, an _____ of
(officer, partner, proprietor, etc.)

_____,
(name of company)

a _____
(corporation, partnership, proprietorship)

having its principal office or registered agent at _____,
hereby certifies that the Company has duly authorized by appropriate action and/or hereby does

nominate, constitute, appoint and authorize _____
(name of individual signing document)

with full power to act _____, on behalf of
(alone or in conjunction with another person)

_____,
(name of company)

and thereby to make, execute, seal and deliver on its behalf as CONTRACTOR and as its act and deed any and all proposals, contract proposals, contracts, change orders, monthly and final payment certificates and other like instruments. Such proposals, contract proposals, contracts, change orders, monthly and final payment certificates and other like instruments shall be binding upon said company as fully and to all intents and purposes as if such instruments had been duly executed, acknowledged and delivered by the authorized officers of the company when executed, by the aforementioned person(s).

Company

Signature, Title

Date

ATTEST:

Notary Public (if proprietorship)
Secretary of Corporation (if corporation)
Partner (if Partnership)

PRICE QUOTE

Quote the entire cost of the ride for one trip one way for (both Passenger and Metro shares). The quoted price would remain the same regardless of the passenger share and regardless of the trip length. Provide a quote for an Ambulatory passenger, Wheelchair passenger, and a No-Show passenger. You may provide a set price for each year of the contract, or you can provide a price for Year 1 and a maximum percentage increase for each subsequent year of the contract.

AS NEEDED DEMAND RESPONSE SERVICES			
Year	Ambulatory	Wheelchair	No-Show
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Maximum Percentage Increase

Year 2 _____

Year 3 _____

Year 4 _____

Year 5 _____

PROPOSAL CHANGE REQUEST

Complete this form for each condition, exception, reservation, or understanding (i.e., change) in the proposal. See PROPOSAL SCHEDULE, page 5 of this RFP, for the due date of all requested Proposal Changes.

Change Number _____

Proposer _____

RFP Number – TM-21-02

Page: _____

Section: _____

Metro's Current Requirement:

Proposer's Requested Change:

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____