

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
BOARD MEETING NO. 680
AGENDA
AUGUST 23, 2023
5:15PM**

ROUTINE BUSINESS

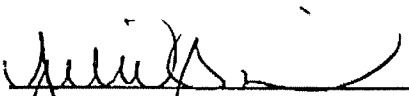
Approval of minutes of meeting No. 679 held on July 26, 2023.

OLD BUSINESS

NEW BUSINESS

1. Approval of the 2024 Budget
2. Contract Approvals
 - 2.1 Approval of the Enterprise Vanpool Program Contract
 - 2.2 Approval of the CTE Contract
3. Approval of the Updated Agenda
4. Consideration of claims list numbering 38703 through 38786 in the amount of \$785,281.63.
5. Consideration of payroll for July 1, 2023, through July 31, 2023, in the amount of \$885,595.68.

CEO'S REPORT



Julie Ginn
Chair

Bryan D. Smith

Bryan D. Smith
CEO

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

MINUTES OF MEETING NO. 679 HELD JULY 26, 2023

Present Board: Julie Ginn: Chair
James Blanco
Ben Murray
Angel Valentin
Joel Wright
Tino Atisso

Present Staff: Bryan D. Smith: Chief Executive Officer
Joanne Zhang: Chief Financial Officer
Bryan Walck: Manager of Customer Experience
Ron Peters: Assistant Manager of Operations
George Turner: Manager of Maintenance
Dusty Sturgeon: Human Resources Administrator
Shelby Yeaman: Executive Assistant/Project Manager
Brian Karle: Attorney

Guests: Beth Streeter
Dora Trippet

Chair Julie Ginn, called the meeting No. 679 to order at 5:19PM in the GLPTC Board Room, 1250 Canal Road Lafayette, IN.

Mr. Bryan D. Smith asked to amend the agenda with the Boards approval.

Mr. Bryan D. Smith requested the following changes:

- Change item #2 from "Approval of the Purdue University Service Agreement" to "Approval to authorize Ms. Julie Ginn and Mr. Benjamin Murray of the Board to approve the Purdue University Service Agreement."
- Add two claims, 38701 in the amount of \$47,780.00 and 38702 in the amount of \$106,957.50, changing the claims total to the amount of \$626,627.68.
- Add approval of the IVY Tech Service Agreement as item #5, which is exhibit IV in the Board Packet.
- Add approval of the DBE Goals for the years 2024-2026 as item #6, resolution is exhibit V in the Board Packet.

Mr. Benjamin Murray asked if we needed to motion to amend the changes to the agenda.

Mr. Brian Karle said to make the motion that is wanted to be made.

Mr. Benjamin Murray made the motion to amend the agenda as stated. James seconded the motion. Motion carried by a vote of 6 ayes and 0 nays.

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

ROUTINE BUSINESS

1. The approval of minutes of Meeting No. 677 held June 26, 2023. A motion was made by Mr. Ben Murray and seconded by Mr. James Blanco. Motion carried by a vote of 6 ayes and 0 nays.
2. The approval of minutes of meeting No. 687 held July 10, 2023. A motion was made by Mr. Ben Murray and seconded by Mr. Angel Valentin. Motion carried by a vote of 6 ayes and 0 nays.

OLD BUSINESS

NEW BUSINESS

1. Mr. Angel Valentin made the motion to approve the TIP Amendment. Mr. Joel Wright seconded the motion. The motion then carried by a vote of 6 ayes and 0 nays.
2. Mr. Tino Atisso made the motion to approve to authorize Ms. Julie Ginn and Mr. Benjamin Murray of the Board to approve the Purdue University Service Agreement after completion. Mr. Joel Wright seconded the motion. Motion carried by a vote of 6 ayes and 0 nays.
 - a. Mr. Wright asked the question that Mr. Benjamin Murray and Ms. Julie Ginn were to approve of the contract, but then would it be presented to the board after? Ms. Julie Ginn and Mr. Bryan D. Smith explained that since we are getting close to the deadline, we are asking permission to get the two board members mentioned above to approve and then will share finalized Service Agreement to the board later.
 - b. Mr. Angel Valentin asked that there will be no legal issues going this route. Mr. Brian Karle made it known that Mr. Bryan D. Smith has the authority to sign agreements on behalf of CityBus and there is a history of the Board allowing to approve a contract this way.
3. Mr. James Blanco made the motion to approve the Scion Apartments Service Agreement. Mr. Benjamin Murray seconded the motion. Motion carried with a vote of 6 ayes and 0 nays.
4. Mr. Angel Valentin made the motion to approve the authorization of Ms. Julie Ginn and Mr. Benjamin Murray of the Board to approve the Route 35 Lindberg Express Service Agreement after completion. Mr. Tino Atisso seconded the motion. Motion carried by a vote of 6 ayes and 0 nays.
5. Mr. Benjamin Murray made the motion to approve the IVY Tech Service Agreement. Mr. James Blanco seconded the motion. Motion carried with a vote of 6 ayes and 0 nays.
6. Mr. Benjamin Murray made the motion to approve the 2024-2026 DBE Goals. Mr. Angel Valentin seconded the motion. Motion carried with a vote of 6 ayes and 0 nays.
7. The board considered approval of claims 38607 through 38702 in the amount of \$626,627.68. Mr. Benjamin Murray made the motion to approve the claims. Mr. Tino Atisso seconded the motion. Motion carried with a vote of 6 ayes and 0 nays.
8. The board considered approval of payroll for June 1, 2023, through June 30, 2023 in the amount of \$1,240,544.80. Mr. Benjamin Murray made the motion to approve

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payroll. Mr. Angel Valentin seconded the motion. Motion carried with a vote of 6 ayes and 0 nays.

CEO'S REPORT

Mr. Bryan D. Smith brought up there were some questions about the operations report and the preventable and nonpreventable numbers not adding up. Ms. Ashlie Benson found some errors in the ridership numbers as well. The operations reports have been updated and now have the correct numbers. When first hearing the numbers were wrong, it was a major concern. After getting numbers and data together, it was realized we were under reporting and only under reporting by a few thousand trips. Although only a small number, the data has been corrected and numbers are in the packet.

Mr. Smith mentioned a Newsletter from Fort Wayne about what they are doing at the State Level and that CityBus plans to join them.

Chair Julie Ginn opened the meeting to anyone from the floor.

Ms. Beth Streeter inquired about the Purdue Service Agreement and whether routes and hours will be changed. Mr. Bryan D. Smith informed her there are no changes to the contract in that aspect.

Ms. Dora Trippet thanked Mr. Bryan D. Smith for allowing Operators to wear shorts.

Mr. Angel Valentin inquired to Mr. Bryan D. Smith if there was anything in particular he was wanting to work on with APTA. Mr. Smith mentioned for small operations we often struggle to comply with rules. Mr. Smith's interest is in trying to find ways to use what other operations have done, consolidate resources, and find better solutions for the smaller businesses.

Mr. Benjamin Murray wished everyone a happy start of the school year and safe travels for all the students.

Mr. Tino Atisso inquired about the Purdue Service Agreement, wondering if the Agreement will be dragged out longer. Mr. Bryan D. Smith confirmed that there has been agreement in principle to the amount provided in the packet. The only changes to the Agreement are in the language of the Scope of Work and in the Master Service Agreement. Mr. Smith mentioned this Agreement has been a bigger job than normal because they started from scratch, rather than amending an already written Agreement.

With no other business to be conducted, Mr. Joel Wright made the motion to adjourn. Mr. Benjamin Murray seconded the motion. The motion carried by a vote of 6 ayes and 0 nays. The meeting adjourned at 5:52PM. The next regular Board Meeting is scheduled for August 23, 2023, at 5:15 PM, in the GLPTC Board Room, 1250 Canal Road Lafayette, IN.

Respectfully Submitted,

Benjamin R Murray

Benjamin R Murray (Jul 28, 2023 09:36 EDT)

Mr. Benjamin Murray
Board Member

Jul 28, 2023

Date:

General Fund

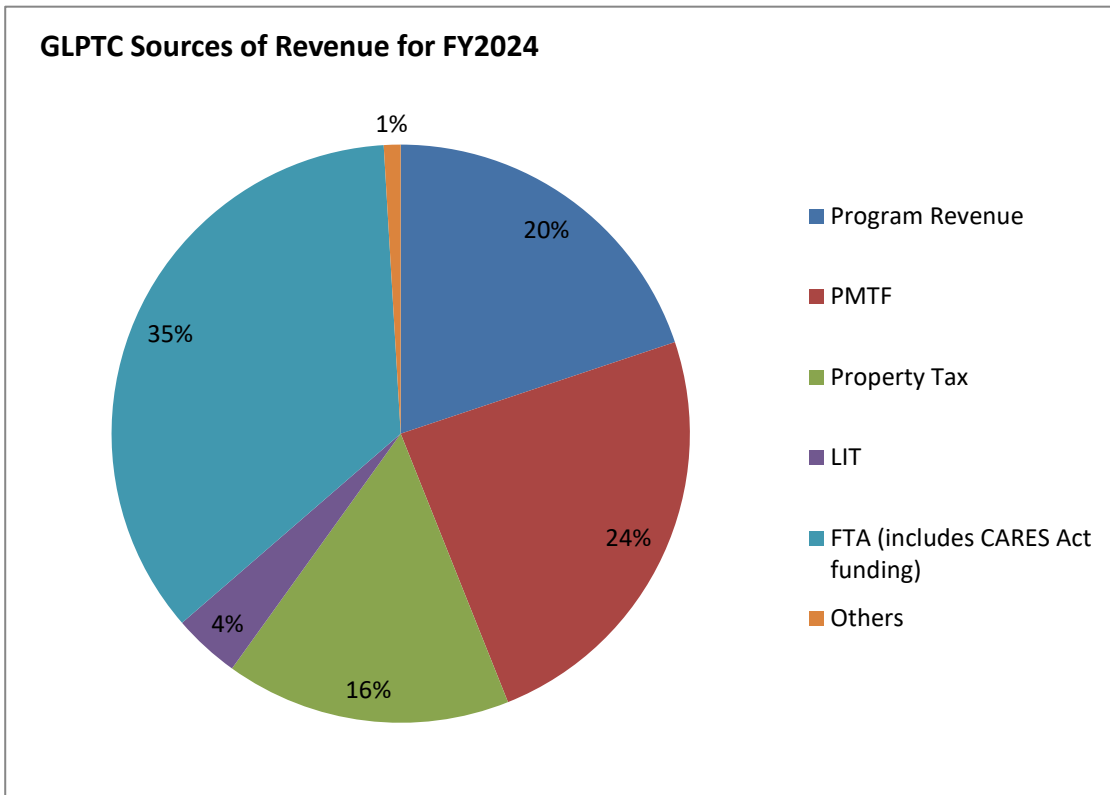
Proposed FY2024 Budget

| | 2023 Budget | 2024 Budget | %Δ |
|--------------------------------------|----------------------|----------------------|--------------|
| Personnel Expenditures | \$ 12,344,406 | \$ 14,516,461 | 17.6% |
| Operator Wages | \$ 5,580,833 | \$ 6,869,884 | 23.1% |
| Administrative Wages | \$ 1,911,253 | \$ 2,099,054 | 9.8% |
| Maintenance Wages | \$ 864,809 | \$ 920,315 | 6.4% |
| FICA | \$ 639,302 | \$ 756,528 | 18.3% |
| PERF | \$ 919,258 | \$ 1,170,568 | 27.3% |
| Life & Health Insurance | \$ 2,173,302 | \$ 2,330,241 | 7.2% |
| Unemployment Insurance | \$ 70,000 | \$ 70,000 | 0.0% |
| Work Comp Insurance | \$ 79,439 | \$ 135,303 | 70.3% |
| Uniform Rental and Cleaning | \$ 54,958 | \$ 50,000 | -9.0% |
| Tool Allowance/Fringe Benefits | \$ 51,251 | \$ 114,568 | 123.5% |
| Commodities | \$ 1,583,149 | \$ 1,448,983 | -8.5% |
| Diesel Fuel | \$ 247,734 | \$ 310,492 | 25.3% |
| Natural Gas Fuel | \$ 563,509 | \$ 570,738 | 1.3% |
| Gasoline | \$ 26,945 | \$ 22,953 | -14.8% |
| Oil & Antifreeze | \$ 47,278 | \$ 43,886 | -7.2% |
| Repair Parts, Revenue Vehicles | \$ 452,600 | \$ 300,000 | -33.7% |
| Repair Parts, Fixed Equipment | \$ 10,000 | \$ 10,000 | 0.0% |
| Tires and Batteries | \$ 13,621 | \$ 14,326 | 5.2% |
| Cleaning Supplies | \$ 26,789 | \$ 20,469 | -23.6% |
| Building Materials | \$ 7,500 | \$ 26,892 | 258.6% |
| Postage & Freight | \$ 5,500 | \$ 8,066 | 46.7% |
| Office Supplies | \$ 20,000 | \$ 22,469 | 12.3% |
| Other Materials, General Business | \$ 121,672 | \$ 95,937 | -21.2% |
| Other Materials, Billable | \$ 30,000 | \$ 320 | -98.9% |
| Other Materials, Maintenance | \$ 10,000 | \$ 2,437 | -75.6% |
| Services and Charges | \$ 2,513,049 | \$ 2,658,111 | 5.8% |
| Attorney & Audit | \$ 150,000 | \$ 150,000 | 0.0% |
| Contractual Maintenance Svcs | \$ 506,440 | \$ 531,762 | 5.0% |
| Custodial Services | \$ 66,557 | \$ 69,885 | 5.0% |
| Contractual Services, Administrative | \$ 400,000 | \$ 550,000 | 37.5% |
| Utilities, Telephone | \$ 8,026 | \$ 4,684 | -41.6% |
| Utility Expense, Electric | \$ 73,249 | \$ 75,000 | 2.4% |
| Utility Expense, Water & Sewage | \$ 49,346 | \$ 35,219 | -28.6% |
| Utilities, Natural Gas Heat | \$ 75,000 | \$ 68,372 | -8.8% |
| Advertising & Promotions | \$ 120,000 | \$ 150,000 | 25.0% |
| Exterior Advertising | \$ 45,000 | \$ 10,000 | -77.8% |
| Printing | \$ 20,000 | \$ 30,000 | 50.0% |
| Advertising Fees (Legal Advertising) | \$ 5,540 | \$ 3,000 | -45.9% |
| Dues & Subscriptions | \$ 45,385 | \$ 56,027 | 23.4% |
| Travel & Meeting Expenses | \$ 87,213 | \$ 66,347 | -23.9% |
| Premium on PL & PD | \$ 650,000 | \$ 600,000 | -7.7% |
| Payouts PL & PD | \$ 103,320 | \$ 150,000 | 45.2% |
| Premium on Other Insurance | \$ 106,422 | \$ 94,523 | -11.2% |
| Vehicle Registration Fees | \$ 750 | \$ 1,000 | 33.3% |
| Short Term Interest | \$ 800 | \$ - | -100.0% |
| Bad Debt Expense | \$ - | \$ 5,000 | 0.0% |
| Misc Expense | \$ - | \$ 7,292 | 0.0% |
| OPERATING EXPENSES: | \$ 16,440,604 | \$ 18,623,555 | 13.3% |
| Capital Reserves | \$ (500,000) | \$ (500,000) | 0.0% |
| Capital Debt Service (Long Term) | \$ - | \$ - | 0.0% |
| Local Contribution to Capital | \$ 500,000 | \$ 500,000 | 0.0% |
| TOTAL OPERATING AND CAPITAL | \$ 16,440,604 | \$ 18,623,555 | 13.3% |

OPERATING REVENUES

Proposed FY2024 Budget

| | 2023 Budget | 2024 Budget | %Δ |
|----------------------------------|----------------------|----------------------|---------------|
| Program Revenue | \$ 3,456,688 | \$ 3,700,324 | 7.05% |
| PMTF | \$ 4,353,657 | \$ 4,484,267 | 3.00% |
| Property Tax | \$ 2,836,623 | \$ 2,973,576 | 4.83% |
| LIT | \$ 772,697 | \$ 695,360 | -10.01% |
| FTA (includes CARES Act funding) | \$ 5,080,510 | \$ 6,595,530 | 29.82% |
| Others | \$ 222,211 | \$ 174,499 | -21.47% |
| TOTAL OPERATING REVENUE | \$ 16,722,386 | \$ 18,623,555 | 11.37% |
| Local Contribution to Capital | \$ 500,000 | \$ 500,000 | 0.00% |
| Capital reserve | \$ (500,000) | \$ (500,000) | 0.00% |
| TOTAL REVENUES | \$ 16,722,386 | \$ 18,623,555 | 11.37% |



**GREATER LAFAYETTE PUBLIC
TRANSPORTATION CORPORATION (CityBus)**

REQUEST FOR PROPOSAL #2023-1

FOR TRANSIT OPERATIONS

VANPOOL SERVICES

ISSUING OFFICE:

Greater Lafayette Public Transportation Corporation
Bryan D. Smith, CEO
1250 Canal Road,
Lafayette, IN 47902
Email: bsmith@gocitybus.com

1.1 SECTION 1 - INTRODUCTION OVERVIEW

The Greater Lafayette Public Transportation Corporation (CityBus or GLPTC) is seeking proposals from qualified firm(s) to provide vanpool services in accordance with the terms and conditions set forth in this solicitation. A five (5) year contract with two (2) one-year options is anticipated to be awarded. CityBus reserves the right to award multiple contracts for the various elements identified in the Scope of Work.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

Procuring Agency: Greater Lafayette Public Transportation Corporation
1250 Canal Road,
Lafayette, IN 47902

Contracting Officer: Bryan D. Smith
CEO
E-mail: bsmith@gocitybus.com
Fax: (765) 742-4729

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

| Event | Date and Time |
|--|--|
| Request for Proposal Issued | Monday, May 15, 2023 |
| Questions and Requests for Clarifications Due via email: bsmith@gocitybus.com | Monday, May 22, 2023 |
| CityBus responds to Questions and Requests for Clarifications | Monday, May 29, 2023 |
| Proposal Due Date | Monday, June 5 at 10:00 a.m. |
| Evaluation Period/Vendor Interviews/Award | June 5 to June 21 |
| Anticipated Contract Award | Wednesday, June 28, 2023 |
| Vanpool Operations Begin | No later than Monday, September 4, 2023 |

1.4 PROPOSALS

To be considered, submittals must be received by the due date and time. The receiving time in CityBus's lobby located at 1250 Canal Road, Lafayette, IN 47902 will be the governing time for acceptability of proposals. This solicitation does not commit CityBus to award a contract. CityBus reserves the right to accept or reject any or all proposals received as a result of this request.

1.5 COMMUNICATION

All communication, including questions, MUST BE IN WRITING and directed to the Contracting Officer identified in Section 1.2 of this RFP. Communication may be made via email or facsimile (FAX).

Proposers and their representatives must not make contact, or communicate with, any CityBus employee, representatives, Board members or consultants other than the Contracting Officer with regard to any aspect of this RFP or offers. Communication with any CityBus employee, representative, Board member or consultant other than the Contracting Officer may result in the offender's proposal being rejected.

1.6 LOCATION OF DOCUMENTS AND ADDENDA

Relevant documents and any updates to this RFP including addenda will be made available to all potential proposers who have contacted CityBus for a copy of the RFP, and available by request through the CityBus web site procurement page as linked below:

- <https://gocitybus.com/about/procurement>

The RFP, addenda, and any updates may also be picked up at CityBus headquarters, 1250 Canal Road, Lafayette, IN 47902, Monday-Friday, 8:00 AM – 5:00 PM.

1.7 DISCLOSURE

All information in a proposer's offer is subject to disclosure under the provisions of the Indiana Access to Public Records Act (IC 5-14-3-1 *et seq.*) This act also provides for the complete disclosure of contracts and attachments thereto except as exempted by law.

SECTION 2 - SCOPE OF WORK

Vanpool Services

2.1 GENERAL INFORMATION

Greater Lafayette Public Transportation Corporation (CityBus) was established in 1972 to provide public transportation services within the cities of Lafayette and West Lafayette, Indiana. CityBus is a division of local government established separately from city and county government, although the seven-member Board of Directors is appointed by the cities of Lafayette and West Lafayette's Mayor and City Council.

CityBus operates Fixed Route, Microtransit, and ADA Complementary Paratransit service using a fleet of 73 vehicles. CityBus employs 150 people including management and administrative personnel and unionized bus operators and maintenance personnel, who are members of ATU Local 1741. Annual ridership was 5 million annual passenger trips in 2019. Ridership declined in 2020 due to the pandemic and is gradually being restored, with 3.5 million passenger trips provided in 2022. The annual operating budget for 2023 is \$16.4 million.

2.2 SCOPE OF WORK

Vanpool services are not currently provided by CityBus but are planned as a key element in a new workforce commute program to be branded as Greater Lafayette CityVan. This program will emphasize connecting employees to their workplaces, particularly in locations which do not have sufficient fixed-route public transportation, have relatively low rates of car ownership, and/or have interest in alternative commute options beyond single occupancy vehicles. The program also focuses on the needs of employers in the region who desire to attract and retain workforce who live in the populous Greater Lafayette area.

CityBus has partnered with Greater Lafayette Commerce (GLC) to launch this vanpool program. GLC has obtained a donation from Duke Energy to help fund startup costs associated with the vanpool program. CityBus and GLC will determine how the donated funds will be spent.

CityBus is requesting proposals from qualified vendors to provide a "turn-key" operation and professional services for a regional vanpool program. Services to support the vanpool program include vehicle acquisition and rental, fleet management, maintenance, driver requirements and support, invoicing and accounting, and data collection and reporting. The program is to be funded by a combination of participant fees, employer-funded support, and subsidy from CityBus to offset vanpool costs consistent with FTA Circular 9030.1D.

The following services are requested for the regional vanpool program:

1. General:
 - a. Provide turn-key services to eligible vanpools, including all program use agreements, vehicles, vehicle maintenance and storage, facilities, materials and supplies, insurance, customer service, customer billing and collection, and related administrative functions.

2. Vehicle and Driver Requirements:
 - a. Vendor shall provide current model year vehicles, not to exceed three (3) model years in age or 75,000 miles in usage. Vendor shall replace any vehicle when or before it reaches these limits.
 - i. Vehicles shall be in compliance with all applicable Federal Motor Vehicle Safety Standards (FMVSS) and at a minimum include:
 1. Automatic transmission
 2. Power steering, power windows, and power locks
 3. Front and rear air conditioning/heating
 4. Driver and passenger air bags
 5. All seats with functioning seat belts
 6. Vehicles can be gasoline or electric. Electric vehicles are encouraged if charging at the employer's location is available.
 7. Seat a minimum of seven (7) passengers (including the driver) to a maximum of fourteen (14) passengers.
 - b. Vendor is responsible for vehicle inspections, licensing, registration, insurance, taxes, and equipment in accordance with applicable federal, state, and local laws.
 - c. Vendor shall employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of vehicles used in the program.
 - d. Vendor shall agree to deliver each van within a maximum of thirty (30) calendar days after the Vendor registers a qualified vanpool group. The Vendor shall provide CityBus's Project Manager with a group manifest in accordance with applicable law and Vendor's Privacy Policy. The manifest may include an initial list of names and contact information for passengers in the group, driver(s), and employer; the destination of the vehicle, size (capacity), year, model, and style of the vehicle and monthly cost.
 - e. Limited personal use of the vehicle may be negotiable between the vanpool participants and the Vendor.
 - f. CityBus or a participating employer may notify the Vendor that, in order to carry out the services required under the agreement, it is necessary that the Vendor provide a vehicle that is compliant with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, either act as amended, and all guidelines and interpretations issued pursuant thereto, collectively the "ADA"). Upon receipt of notice that an ADA vehicle is needed for the Vanpool Services, the vendor will provide an accessible vehicle within 30 days.

- g. CityBus decals are required on each van. Vendor shall be responsible for producing, installing, and removal of decals. CityBus will provide the decal artwork in electronic format and color specifications, but the cost associated with producing and installing the decals is the responsibility of the Vendor. Decals will be affixed on both sides and the rear of the van.
 - h. The Vendor will establish and use evaluation criteria to ensure drivers are properly licensed, have satisfactory driving and legal records, and are qualified to operate the requested and assigned vehicle. The Vendor will conduct an annual Motor Vehicle Records (MVR) check for all drivers in the vanpool program to ensure drivers continue to meet criteria.
3. Vanpool Services:
- a. Vendor will coordinate with CityBus to register each potential vanpool for determination of eligibility for program subsidy.
 - b. Vendor will receive and evaluate vanpool program application forms and participation agreements, accept or reject applications, authorize enrollment for approved applications, manage participation agreements with participating vanpools, and compile and manage a vanpool database.
 - c. Vendor will coordinate with CityBus to conduct outreach and marketing efforts and encourage the formation of new vanpools and increase the participation in existing vanpools.
 - d. Vendor will provide regional ride-matching services to identify commuters who may form vanpools and identify participants to fill empty vanpool seats.
 - e. Vendor will provide customer service by telephone and website for use by vanpool participants and prospective participants.
 - f. Vendor will comply with all applicable state of Indiana and federal laws and regulations, including driver and vehicle licensing and registration.
 - g. Vendor will provide appropriate vehicle insurance coverage, except for such liabilities caused solely by the negligence or misconduct of another party.
 - h. Vendor will submit timely and accurate data, reports, and submittals as requested by CityBus for compilation in the NTD report. Report data is to be submitted monthly by the 20th calendar day of each month.
 - i. Vendor will reduce the vanpool fees paid by participants and employers by an amount at least equal to the subsidy provided by CityBus.
 - j. Vendor may invoice CityBus for the monthly subsidy immediately upon crediting a vanpool group's account for the subsidy amount.
 - k. Vendor will prepare and enter into a user agreement with the primary driver of each vanpool setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.
 - l. Vendor will maintain a current database on all vans, drivers, and passengers in accordance with Vendor's privacy policy and applicable law to include:
 - i. Current passenger vans in operation
 - ii. Current drivers and passengers
 - iii. Contact information for all drivers

- iv. Origination and destination locations for each vanpool
 - v. Number of riders for each vanpool
 - vi. Number of empty/available seats for each vanpool
 - vii. Number of commute days per month
 - viii. Daily ridership
 - ix. Daily hours
 - x. Daily round trip miles
 - xi. Mechanical system failure declarations
 - xii. Any other data required by NTD
4. Reporting
- a. Vendor must report certain data to the Federal Transit Administration's National Transit Database (NTD) to qualify for FTA funding. The selected vendor must ensure that all data collected and all data reports provided to CityBus are accurate and sufficient to satisfy the reporting monthly and annual requirements of the NTD.
 - b. The vendor will collect, report to CityBus, and maintain the following information about participating vanpools: financial, operating, safety and security, and any other information required by FTA.
 - c. Vendor will assist CityBus staff as needed in addressing questions and issues by the NTD analysts on vanpool-related NTD reports. The vendor will also cooperate with any parties conducting audits of the vanpool program, NTD reports, data collection procedures.
 - d. An example of the data collection and quality assurance capabilities of the vendor should be included in the proposal package.
5. Access to Records
- a. Vendor will provide to CityBus, NTD, and auditors access to records specifically related to this Agreement and the provision of CityBus's vanpool program for the purposes of examining, auditing, and inspecting accounting books, records, work data, documents, and activities related thereto.
 - b. Vendor shall maintain such books, records, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during performance of the agreement and for a period of two (2) years from the date of final payment by CityBus. Each renewal period is considered a new contract year for the purposes of record retention purposes.
 - c. Vendor will abide by and certify compliance with the annual Certifications and Assurances of the Federal Transit Administration applicable to the vendor's performance of its obligations.
6. Emergency Assistance and Guaranteed Ride Home Program
- a. Vendor will provide roadside assistance at all times the vanpool service would be in operation. This should include repair of flat tires, gas delivery, battery jumps, and lockout service.

- b. Vendor will provide a Guaranteed Ride Home Program. The proposal will indicate how the program will operate and identify the taxi service(s) who will operate it. The number of rides home per year may be negotiated individually with each employer participating in the program, along with conditions for use, tracking of use, and the cost to the employer and the participant. Indicate in the proposal the amount of CityBus subsidy, if any, that will be required for each ride, along with an estimate of the total monthly cost to CityBus for this program.
- 7. CityBus Vanpool Program Subsidy
 - a. CityBus will provide a base subsidy for each eligible vanpool, which may use federal, state, and local sources of funding.
 - b. All subsidized vanpools must have an origin and destination within Tippecanoe County. As an additional option, subsidized vanpools may travel outside of the boundary into the six-county region that makes up Greater Lafayette, including Benton, Carroll, Fountain, Warren, and White counties, however all vanpools must either originate in or have destinations within Tippecanoe County (per Indiana law, the regional option will require approval by the adjoining Counties and Lafayette City Council for CityBus to provide service outside Tippecanoe County).
 - c. CityBus reserves the right to withhold or deny payment of subsidies in the event that the vendor fails to meet one or more of its obligations as required herein.
- 8. Costs
 - a. CityBus will evaluate proposal costs based upon the monthly subsidy rate per vehicle. Proposed program costs are encouraged to be realistic, competitive, and conscious that the program is dedicated to closing the accessibility and mobility gap that exists between regional employers and employees, particularly those of low-to-moderate income levels. Costs should be determined per vanpool group, taking into consideration the number of individuals in the group, vehicle type, fuel cost, average monthly mileage, and other relevant factors. CityBus reserves the right to negotiate submitted costs with the selected vendor.
- 9. Qualifications
 - a. Proposers must provide information that demonstrates they are qualified to manage the vanpool program. This includes specific background information on key individuals who are anticipated to be assigned the project, including identifying a Project Manager, the location of the office where the majority of the work is to be performed, related experiences managing similar programs, and at least three references. CityBus is especially interested in diversity and inclusion efforts the proposer is making or willing to make.
 - b. Proposers must describe experiences with federal program reporting using the NTD system.

2.3 LIST OF ATTACHMENTS

- Map of Tippecanoe County

SECTION 3 – GENERAL TERMS AND CONDITIONS

3.1 PAYMENT TERMS

The Contractor will only be compensated for services delivered and accepted by CityBus. One hundred percent (100%) of each invoice will be paid to the Contractor within forty-five (45) days of acceptance, after appropriate invoices have been submitted and approved.

CityBus will strive to meet the payment deadlines of a prompt payment discount whenever such a discount is offered.

3.2 INSURANCE REQUIREMENTS

The successful Proposer will have thirty (30) calendar days from the date of the contract award to submit proof of insurance.

A. The Contractor shall purchase and maintain, throughout the term of the Contract, insurance from an insurance company authorized to do business in the State of Indiana that will protect the Contractor from all liability claims under the contract. The insurance, excluding worker's compensation, must state Greater Lafayette Public Transportation Corporation as additionally insured where their interest may appear for liabilities arising in whole or in part by the conduct of the Contractor. The insurance does not apply to vanpool drivers, and the amount of insurance shall not be less than the following:

1. Workers' Compensation, disability benefit and other similar employee benefit acts in the amount required under State of Indiana law. A nonresident Contractor shall have insurance for benefits payable under Indiana's Workers' Compensation law for any employee resident of and hired in Indiana. The Contractor shall maintain coverage for employees of other states as mandated.
2. Commercial General Liability: \$1,000,000
 Bodily injury and property damage combined single limit including personal injury and completed operations.
3. Automobile Insurance for Vehicles: \$100,000 per occurrence
 Bodily injury liability, property damage, uninsured motorist bodily injury, covering Rideshare vehicles

B. The Contractor may not start work until evidence of all required insurance has been submitted and approved by CityBus. The Contractor must cease work if any of the required insurance is canceled or expires. One copy of the certificate of insurance shall be submitted to and approved by CityBus prior to the execution of Contract.

- C. All policies providing contractor's insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to CityBus.
- D. The limits of liability may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required.
- E. All policies of insurance presented, as proof of compliance shall be on forms and with insurance companies approved by CityBus. All such insurance policies shall be provided by insurance companies having Best's ratings of B+ or greater and VI or greater (B+/VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance insured by insurance companies not rated by Best's or having Best's ratings lower than B+/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of the contract.

3.5 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In accordance with I.C. 22-9-1-1, *et seq.*, The contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments.

The contractor will comply with all relevant published rules, regulations, directives, and orders of the Indiana Civil Rights Commission, which may be in effect prior to the taking of proposals for any individual state project.

The contractor will furnish and file compliance reports within such time as upon such forms as provided by the Indiana Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the contractor themselves, and said contractor will permit access to their books, records, and accounts by the Indiana Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Indiana Civil Rights Commission.

In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Indiana, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract unless exempted by the rules, regulations or orders of the Indiana Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

3.6 PUBLIC DISCLOSURE OF PROPOSALS AND MATERIALS

- A. Access to government records, including those held by CityBus, is governed by the State of Indiana.
- B. Proposals, documents and material pertaining to this RFP become the property of CityBus and shall be open to public inspection.

- C. Proposers are advised that **any Proposals, documents and material** they submit to CityBus in response to this RFP or in pursuit of a government-funded contract are open to public inspection. This includes, but is not limited to, Proposals, documents and material that the Proposer may deem to be confidential or proprietary in nature.
- D. Under the State of Indiana Freedom of Information Act (FOIA), CityBus is obligated to provide access to, or copies of, material it has in its possession when another party makes a FOIA request. CityBus is not allowed to withhold or redact material that the Proposer may find sensitive even if the Proposer identifies the material as confidential, propriety, trade secret, etc, except to the extent that such material meets an exception to release under FOIA.
- E. Proposers should assume that any material they submit to CityBus will be shared with the public.
- F. CityBus will not notify Proposers or Contractors when a FOIA request is made for information it provided to CityBus.
- G. In the event that CityBus needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., CityBus will view the material in person. In such cases, the Proposer may be required to bring the material to CityBus's offices for viewing. At other times, CityBus staff may view the material in the Proposer's place of business or at another site.
- H. It is the Proposer's responsibility to provide as complete a Proposal as possible so that CityBus may properly evaluate the Proposer for selection of award. Proposers are invited to indicate in their Proposal or other documents that material pertinent to the Proposer's ability or capacity is available for viewing. However, Proposals that, in CityBus's sole opinion, are too heavily dependent on viewing material and provide little written material on which CityBus may evaluate the Proposer, may receive lower evaluation scores and the Proposer will not be considered further.
- I. CityBus is under no obligation to meet with or view material from Proposers whose Proposals do not fall within a competitive range after evaluation.

H. Required Certifications must be completed and submitted with Technical Proposal (See Appendix A).

3.7 INDEMNIFICATION

- 1 Subject to all limitations and immunities provided by federal, state, or local laws, each party hereby agrees to defend, indemnify, and hold harmless the other party and its parent corporations, subsidiaries, and affiliates and their respective directors, officers, employees, and agents from and against any and all claims made by any third party (include, without limitation, any governmental or regulatory body, instrumentality, authority, agency, or official) against any indemnified party (including any and all damages, losses, liabilities, costs

and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith (relating to or arising out of or in connection with (a) the negligent, wrongful, tortious, or criminal acts or omissions of the indemnifying party or any of their respective directors, officers, employees, or agents, (b) the use or operation of any vehicle by the indemnifying party or any of its parent corporations, subsidiaries, or affiliates or any of their respective directors, officers, employees, or agents, and/or (c) any breach of this Agreement by the indemnifying party or any of their respective directors, officers, employees, or agents. The indemnification obligations set forth herein shall survive termination of this Agreement.

- 2 Nothing in this Contract shall be construed to waive CityBus's immunities or liability limits provided under applicable state or federal law.

3.8 PUBLICITY

All publicity releases or releases of reports, papers, articles, maps or other documents in any way concerning this Contract, which the Contractor or any of its subcontractors desire to make for purposes of public announcement, in whole or in part, shall be subject to approval by the CityBus's Project Manager, or designee, prior to release.

3.9 CONFLICT OF INTEREST

- 1 The Contractor, by entering into the Contract with CityBus, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not

acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the Contract and that it shall not employ any person or agent having such interests. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CityBus and take action immediately to eliminate the conflict or to withdraw from this Contract, as CityBus may require.

- 2 The Contractor also certifies that to the best of its knowledge, no CityBus Board Member or employee, or employee or officer of any agency interested in the Contract has a pecuniary interest in the business of the Contractor or with the Contract and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the Contract.
- 3 The Contractor, by entering into a Contract with CityBus further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member, or employee of CityBus or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

3.10 COMPLETE AGREEMENT

The Contract resulting from this Solicitation, including exhibits and other documents incorporated in the Contract or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Contract between the Contractor and CityBus. The Contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the Contract shall not affect the validity of other terms or conditions. CityBus's failure to insist in any one or more instances upon the Contractor's performance of any term or condition of the Contract shall not be construed as a waiver or relinquishment of CityBus's right to such performance, or to future performance, of such term or condition by the Contractor, and Contractor's obligation for performance of that term or condition shall continue in full force and effect.

3.11 DISPUTES

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

the Contractor and the Contractor shall abide by the decision.

2. Unless otherwise directed by CityBus, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CityBus and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.
5. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CityBus, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or consent in any breach hereunder, except as may be specifically agreed in writing.

Nothing in this section shall limit either party's right to file a claim or pursue an appeal in a court of competent jurisdiction; provided, however, that Tippecanoe County, Indiana shall be the exclusive venue for any such claim or dispute.

SECTION 4 – PROPOSAL REQUIREMENTS

4.1 TECHNICAL PROPOSAL FORMAT AND CONTENT

- A. Offers should not include any unnecessarily elaborate or promotional material. Proposals shall be submitted in a sealed envelope addressed to: RFP 2023-1, Bryan D. Smith, Greater Lafayette Public Transportation Corporation, 1250 Canal Road, Lafayette, IN 47902.

Pricing, (only one (1) original is required) must be submitted in a separately sealed envelope. Sealed proposals, 1 original and three (3) copies (technical proposal) and 1 copy of price proposal must be received by CityBus no later than **Monday, June 5, 2023 at 5:00 PM eastern time.** No proposals will be received after this date and time. If a proposal is delivered after the due date and time, CityBus will return the proposal unopened. All submittals are mandatory and considered part of the evaluation process. Failure to comply with this requirement may result in disqualification.

- B. Submit a brief narrative description of the firm. The narrative should contain, but not be limited to the following:
- a. A list of all services performed by the firm.
 - b. A discussion of the firm's experience in providing vanpools.
 - c. Highlight relevant experience of key team members and provide the resume of the project manager who will be assigned to this contract and the project management organizational structure. Also provide resumes of the team members who will work directly with CityBus staff on any aspect of the project.
 - d. Supply three references within the last five years, from previous or current clients, with a similar scope of service as CityBus. Include the clients name, address, contact person, and telephone number, and the type of services performed.
 - e. Provide a narrative on the firm's understanding of CityBus's scope of services, and the agency's proposed approach to fulfilling the requirements. This section shall include specific tasks on how the scope of work will be accomplished.
 - f. State any exceptions, to or deviations from, the requirements of the RFP, segregating "technical" exceptions from "contractual"

exceptions. Where Offeror wishes to propose alternative approaches to meeting CityBus's technical or contractual requirements, these should be thoroughly explained.

C. Cost Proposal

1. Pricing must be submitted in a separately sealed envelope. Provide costs for two options for years 1-5:

- a. For service only within Tippecanoe County.
- b. For service inside and outside the boundary within the counties listed in the scope of work.

2. All prices expressed by the vendor in its offer must be firm, expressed in U.S. dollars, defined as to be clearly understandable and without ambiguity as to the meaning.

4.2 PROPOSER COMMUNICATIONS AND REQUEST

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Proposers and their representatives shall not make any contact with or communicate with any members of CityBus, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of CityBus other than the Contracting Officer.
- B. At any time during this procurement up to the time specified, Proposers may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to CityBus. CityBus will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by CityBus in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee or agent of CityBus shall be binding on CityBus.
- C. The Proposer's Request for Clarifications must be received by **Monday, May 22, 2023 by 5:00 PM eastern time.**
- D. If it should appear to a prospective Proposer that the Scope of Services is not sufficiently described or explained in the RFP or Contract documents, or that any

conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to CityBus within the time period specified.

43 ADDENDA TO THE RFP

- A. CityBus reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. CityBus shall provide copies of addenda to all prospective Proposers officially known to have received the RFP. Prospective Proposers, or their agents, shall be responsible to collect the addendum at the address provided or receive the same otherwise. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may, at CityBus's sole option disqualify the proposal. Proposers must notify CityBus promptly in writing of any address changes.
- B. If CityBus determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that CityBus determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

44 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

- A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.
- B. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by CityBus. All deviations not found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the Proposer receiving a less favorable evaluation than without the deviation.

45 AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work and services. Upon request of CityBus, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, their name, signature, and address must be shown. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the

proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and address of the corporation and the title of the person signing on behalf of the corporation. Upon request of CityBus, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

4.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. A modification of any part of a proposal already received will be accepted by CityBus only if the modification is received prior to the Proposal Due Date.
- B. A Proposer may withdraw the entire proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the Proposer's authorized representative. After the proposed Due Date, a proposal may be withdrawn only if CityBus fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.
- C. This provision for modification and withdrawal of proposals may not be utilized by a Proposer as a means to submit a late proposal and, as such, will not alter CityBus's right to reject a late proposal.

4.7 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

- A. General Information
 - 1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to CityBus's right to reject any or all proposals, the Proposer will be selected whose proposal is found to be most advantageous to CityBus, based upon consideration of the criteria. During the initial review of proposals, CityBus reserves the right to request clarification of minor issues from any Proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.
 - 2. CityBus will consider all the material submitted by the Proposer and related evidence CityBus may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.
 - 3. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when

requested by CityBus. Refusal to provide requested information may cause the proposal to be rejected.

4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation panel will employ those evaluation criteria set forth in this solicitation or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.
5. CityBus reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. CityBus also reserves the right to make an award without discussions or requesting Best and Final Offers.

B. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other CityBus officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

C. Evaluation Criteria

The following factors will be used as a guideline to evaluate the proposal:

1. Project Approach
2. Qualifications, Related Experience, Personnel and References
3. Cost Proposal
4. Conformance to Requirements and Specifications

D. Evaluation Procedures

1. Proposers may be invited to interview with the Evaluation Team. The Evaluation Team reserves the right to interview the Proposer(s) it selects. The Evaluation Team has no obligation to interview any or all Proposer(s).
2. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. CityBus will select for any award the highest ranked proposal from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most

advantageous to CityBus based on consideration of the Evaluation Criteria.

E. Confidentiality of Proposals

1. To the extent such information is submitted, the Proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.
2. Upon a request for records from a third party regarding this proposal CityBus will notify in writing the party involved. The party involved shall indemnify CityBus's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released. This is limited only to records subject to applicable law and any release under this section will be in accordance with applicable law and applicable exceptions to disclosure.
3. CityBus shall employ sound business practices no less diligent than those used for CityBus's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposer and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of Indiana against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by CityBus in its sole discretion, bears appropriate notice relating to its confidential character.

4.8 RESPONSE TO PROPOSALS

A. Notice of Award

The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

B. Notice to Unsuccessful Proposers

1. CityBus will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed of the following information:
 - a. The number of proposals CityBus received.
 - b. The name of the successful Proposer.
2. CityBus will try to give the notice under this paragraph promptly after contract award. CityBus's failure to give that notice shall not be deemed to affect the validity of the contract.

C. Acceptance/Rejection of Proposals

1. CityBus reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Proposers, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to CityBus, price and other evaluation criteria considered. CityBus reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. CityBus reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposers.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by CityBus.
3. CityBus may reject a proposal that includes unacceptable deviations.

D. Single Proposal Response

If only one proposal is received and it is found by CityBus to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for CityBus of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a

similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate CityBus to accept such a single proposal; and CityBus may reject such proposal at its sole discretion.

E. Cancellation of Procurement

CityBus reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully approved and executed on behalf of CityBus. CityBus will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

49 PROTEST PROCEDURES

a. General Procedures

- A. Any Proposer or Contractor whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with CityBus pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.
- B. Protests, claims or disputes, where applicable, shall be in writing and filed with CityBus directed to the CEO, 1250 Canal Road, Lafayette, IN 47902. Failure to comply with any of the requirements may result in rejection of the protest.

b. Protest Before Proposal Opening

- A. Protests shall be submitted in writing prior to the opening of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:
 - 1. The name, address, and telephone number of the protester
 - 2. The grounds for the protest, any and all documentation to support the protest and the relief sought

3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.
- c. Protest After Award
- A. Any individual or entity may file a protest with CityBus alleging a violation of applicable federal, state law and/or CityBus policy or procedure relative to seeking, evaluating and/or intent to award a procurement Contract. In addition, any individual or entity may file a protest with CityBus alleging that CityBus has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the procurement Contract.
 - B. Any protests, disputes, or claims with respect to the award of a Contract through solicitation of proposals shall be submitted in writing within five (5) days of notification of such award to the CEO for a decision. All claims shall clearly identify:
 1. The name, address, and telephone number of the protester
 2. The grounds for the protest, any and all documentation to support the protest and the relief sought
 3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

A written decision by the CityBus CEO stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the Contract. Such decision shall be final unless the Board of Directors accepts an appeal of the CEO's decision.

C. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of CityBus to have written protest procedures, or the alleged failure to follow such procedures. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protest submitted by an interested party as defined in FTA 4220.1F. FTA's decision on any appeal will be final.

4.10 PROPOSAL AS A CONTRACT

Each proposal will be submitted with the understanding that acceptance in writing by CityBus of the offer to furnish the products or services described shall bind the Proposer

to furnish and deliver at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequent addendum.

4.11 WAIVER

The Proposer shall represent and warrant that they have sufficiently informed themselves in all matters affecting the performance of the work called for in the scope of this project; that they have checked the proposal for errors and omissions; that the prices stated in the proposal are correct and as intended by them and is a complete and correct statement of the prices for performing the work required.

4.12 CONTRACT AWARD AND EXECUTION

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Offeror whose Offer is accepted. No other act by CityBus shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in Production of Documents.

4.13 CONTRACT DOCUMENTS AND PRECEDENCE

The documents embodying the legally binding obligations between CityBus and the Contractor for the work to be performed under the Contract consist of the documents listed below. The Contract documents constituting the Contract between CityBus and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order:

- A. The Contract, together with any written change orders or amendments executed subsequent to the Contract, attached exhibits which are part of the Contract as well as documents incorporated in the Contract by reference.
- B. CityBus's Specifications and all Terms and Conditions incorporated in the Contract by reference.
- C. The Contractor's Proposal, as accepted by CityBus.
- D. CityBus's Solicitation Package
- E. In CityBus's discretion, an agreement covering terms appropriate for a Contract of this nature not covered in this Request for Proposal and the Contractor's Proposal.

4.14 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to CityBus for its prior approval. Any amendment needs to be agreed to in writing by both parties.

4.15 WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer. Any amendment needs to be agreed to in writing by both parties.

4.16 CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Any amendment needs to be agreed to in writing by both parties.

4.17 PRICE ADJUSTMENT FOR REGULATORY CHANGES

If price adjustment is indicated, either upward or downward, it shall be negotiated between CityBus and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

4.18 PARTIES

The parties to the contract are the Procuring Agency and the Offeror as set out in the accepted Offer.

4.19 SUCCESSION

The Contract will be binding on the parties, their successors, and assigns.

4.20 SPECIFICATIONS AND OFFER OMISSIONS

- 1 The Contractor shall have the responsibility of providing all services required to meet the requirements of the Scope of Services.
- 2 Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by Instructions to Offerors by completing the specified form(s) shall be invalid and shall not be binding on CityBus.

4.20 COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; electronic mail, or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of CityBus and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.

SECTION 5 – FEDERAL TERMS AND CONDITIONS

Enterprise agrees to comply, to the extent applicable, with the following clauses incorporating by reference federal requirements, as they may be amended in subsequent statute or regulation.

5.1 NO OBLIGATION BY THE FEDERAL GOVERNMENT

CityBus and the 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 CityBus, Contractor, or any other party (whether or not a part to that Contract) pertaining to any matter resulting from the underlying Contract.

5.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

- 1 The Contractor acknowledges that the provision of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing 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 also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301, *et seq.*, the Government reserves the right to impose the penalties of 18 U.S.C. §5301, *et seq.* on the Contractor, to the extent of the Federal Government deems appropriate.

5.3 ACCESS TO RECORDS

The Contractor agrees to provide the Comptroller General of the United States, the U.S. Secretary of Transportation, the FTA or their duly authorized representatives’ access to all records pertaining to this contract as requested to conduct audits and inspections. This requirement is applicable to all subcontractors at any tier as needed for compliance with Federal regulations. The Contractor agrees to maintain all books, records, accounts and

reports required under this Contract for a period of not less than three (3) years after the date of termination or completion of this Contract.

5.4 CHANGES IN FEDERAL LAWS AND REGULATIONS

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 between CityBus and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

5.5 CIVIL RIGHTS

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

The following equal opportunity requirements apply to the underlying Contract:

- A. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order no. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- B. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- C. **Disabilities.** In accordance with Section 102 of the American with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R., Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.6 DISADVANTAGED BUSINESS ENTERPRISE

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

5.7 INCORPORATION OF FTA TERMS

These terms and conditions include in part certain contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, as amended, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CityBus requests that would cause CityBus to be in violation of the FTA terms and conditions.

5.8 TERMINATIONS

Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement. The non-breaching party must provide the breaching party with written notice of such breach and a minimum of 30 days to cure such breach prior to termination. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (A) **Termination for Convenience.** Either party may terminate this Agreement, without cause, upon no less than 180 days’ prior written notice to the other party.
- (B) **Renewal.** Either party may decline a Renewal Term by providing written notice of non-renewal to the other party at least 90 days prior to the last day of the Term.
- (C) **Obligations upon termination.** The termination of this Agreement shall not relieve either party of its obligations that accrued prior to the effective date of termination. Enterprise shall be paid for all services performed in accordance with the manner of performance set forth in the Agreement through the date of termination. Further, the rights and obligations of the parties set forth in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

5.9 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- 1 By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out in Debarment and Suspension Certification.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CityBus may pursue available remedies, including suspension and/or debarment.
- 3 The prospective lower tier participant shall provide immediate written notice to CityBus if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact CityBus for assistance in obtaining a copy of these regulations.
- 5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CityBus.

- 6 The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Debarment and Suspension Certification Requirements and the certificate form, without modification, in all lower tier covered transactions and in all solicitations for lower tiered covered transactions.
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 8 Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9 Except for transactions authorized under paragraph 62.5, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CityBus may pursue available remedies including suspension and/or debarment.

5.10 BUY AMERICA PROVISIONS

If applicable, The Contractor agrees to comply with 49 U.S.C. §5323(j) as amended by MAP-21, 49

U.S.C. §5323(h), 49 C.F.R. Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Contractors equipment purchases when Contractor's contract value exceeds \$150,000 in value. Contractor must submit to GLPTC the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

5.11 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

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

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GLPTC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Nothing in this section shall limit either party's right to file a claim or pursue an appeal in a court of competent jurisdiction; provided, however, that Tippecanoe County, Indiana shall be the exclusive venue for any such claim or dispute.

5.12 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

In accordance with 31 U.S.C. §1352, and U.S. DOT regulations, ("New Restrictions on Lobbying", 49 C.F.R., Part 20), the Contractor must have provided a certification to CityBus that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352.

5.13 CONTRACTOR E-VERIFY PROGRAM

Contractor must verify through Affidavit that it does not knowingly employ any unauthorized aliens. Pursuant to Indiana Code I.C. §22-5-1.7 the Contractor is required to

utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.

5.14 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FDA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

5.15 CLEAN WATER

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 – 1377 *et seq.*

(b) The contractor agrees to report each violation to GLPTC and understands and agrees that GLPTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. §1368

(c) The contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300f – 300j-6.

(d) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.16 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.

5.17 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to GLPTC's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49U.S.C.§5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

5.18 ADA ACCESS

The Contractor shall comply with 49 U.S.C. §5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass

transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

5.19 PREVENTION OF HUMAN TRAFFICKING

22 U.S.C. §7104(g)
2C.F.R. part 175

Contractor agrees that it and its employees that participate in recipient's grant or funding award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

5.20 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) Transactions Prohibited.

(i) The Recipient (Greater Lafayette Public Transportation Corporation) agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. 26 (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

5.21 [This section is intentionally omitted]

[This section is intentionally omitted]

5.22 SCHOOL BUS OPERATIONS

49 U.S.C. § 5323(f)

49 C.F.R. part 605

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services

5.22 CHARTER SERVICE

49 U.S.C. § 5323(d) and (r)
49 C.F.R. part 604

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

5.23 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331
49 C.F.R. part 655
49 C.F.R. part 40

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655 for all safety-sensitive employees, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight CityBus of Indiana, or CityBus, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before December 31 and to submit the Management Information System (MIS) reports annually to the Human Resource Director at CityBus. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

5.24 RECYCLED PRODUCTS

49 U.S.C. § 6962
49 C.F.R. part 247
2 C.F.R. part 200.322

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

APPENDIX A

REQUIRED FORMS and CERTIFICATIONS

(Must be completed and included in package with Technical Proposal)

PROPOSAL FORM

Proposer:

Name

Name of Authorized Representative

Signature of Authorized Representative

Title

Address, including Zip Code

Telephone Number

Fax Number

Please note if a prompt payment discount is offered.

_____ % @ _____ days

REPRESENTATIONS AND CERTIFICATIONS

REPRESENTATIONS

Proposer's firm is as: (check or complete all applicable boxes)

- an individual
- a partnership
- a non-profit organization
- a corporation, incorporated under the laws of the State of _____
- a limited liability corporation (LLC)
- other, _____

CERTIFICATIONS

(check applicable box)

1. Covenants Against Gratuities:

Neither Proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of CityBus with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to Proposer selection or the performance of the Contract.

The undersigned Proposer certifies that the foregoing is true.

Date

Proposer

Authorized Representative

PROPOSAL ADDENDA

Addenda:

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render proposal unresponsive.

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

(Date) (Telephone)

AGREEMENT OF SERVICES

TO: Greater Lafayette Public Transportation Corporation
1250 Canal Road
Lafayette, IN 47902

The undersigned hereby agrees to furnish the services as listed below in accordance with the specifications on file with the Greater Lafayette Public Transportation Corporation, which have been carefully examined and attached hereto.

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____

For (Company): _____

Address: _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

All primary participants in contracts over \$25,000 shall be required to execute the certification listed below.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____ hereby certifies that
(entity)
the _____ has authority under State and local law to comply with the subject
(entity)
assurances and that the certification above has been legally made.

_____ -

LOBBYING

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

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

Language in Lobbying Certification is mandated by 49 C.F.R. Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 C.F.R. Part 20.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. §1601, *et seq.*] - Contractors who apply or proposal for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress or State legislature, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to CityBus.

49 C.F.R. PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress or State Legislature, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. §1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. For this RFQ, in Boxes 1, 2 and 3 – circle A; in Box 4 – put the Bidding firm’s name and address; Boxes 5, 7, 8 and 9 – leave blank; Box 6 has already been completed; Box 10 – put NA if Bidding firm does NOT participate in lobbying; Box 11 - read and complete neighboring box.

| | |
|--|--|
| <p>1. Type of Federal Action: (circle one)</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | <p>2. Status of Federal Action: (circle one)</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award |
| <p>3. Report Type: (circle one)</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p> | <p>4. Name and Address of Reporting Entity:</p> <p>Prime</p> <p>Sub-awardee</p> <p>Tier _____, <i>if known</i>: Congressional District, <i>if known</i>:</p> |
| <p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p> | <p>6. Federal Department/Agency:</p> |
| <p>a. Federal Program Name/Description: CFDA Number, <i>if applicable</i>:</p> | <p>8. Federal Action Number, <i>if known</i>:</p> |
| <p>9. Award Amount, <i>if known</i>:</p> <p>\$ _____</p> | <p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p> <p>b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p> |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>_____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p> |

| | |
|---|--|
| <p>shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | |
| <p>Federal Use Only:</p> | <p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p> |

INDIANA E-VERIFY AFFIDAVIT

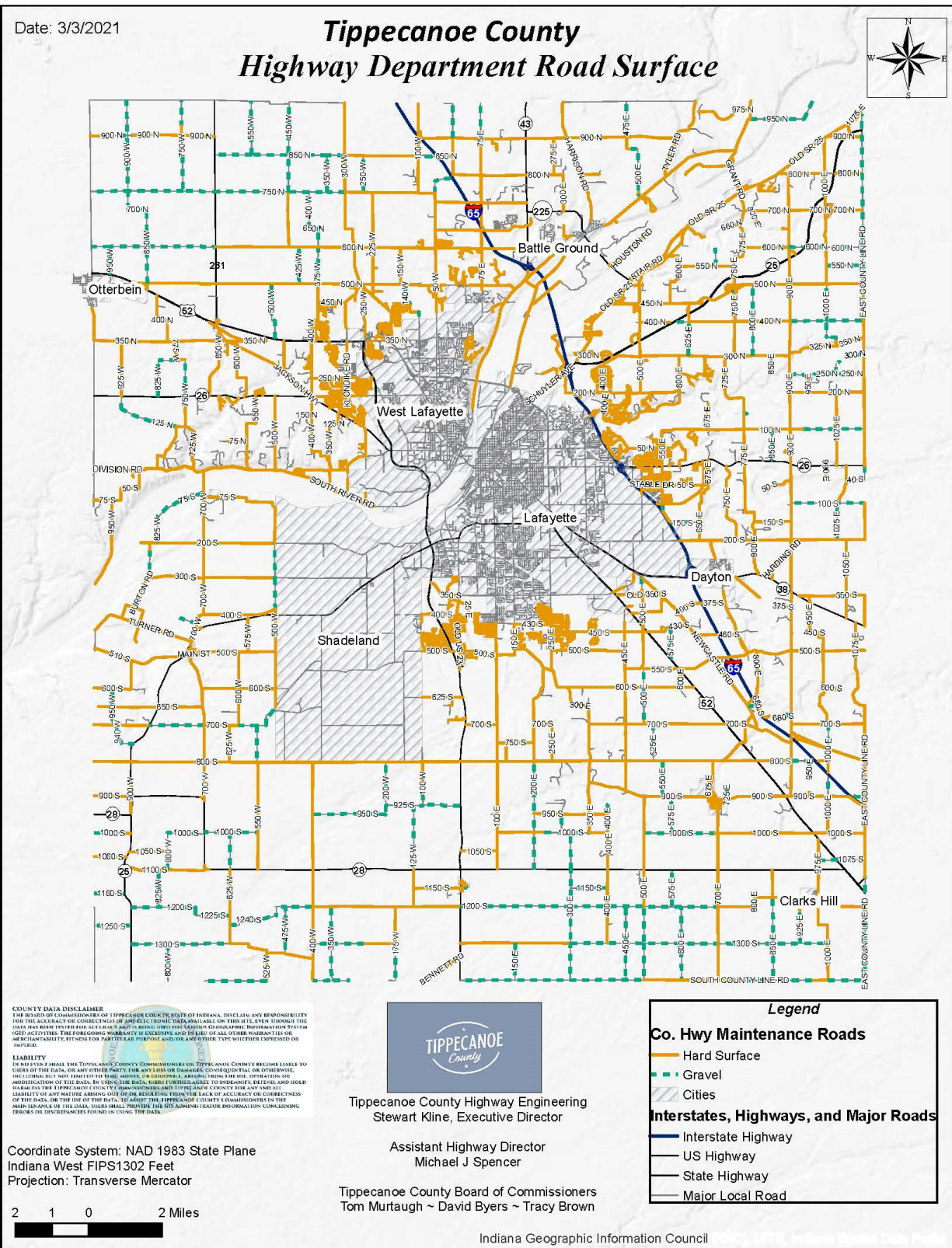
Contractor shall, in accordance with I.C. § 22-5-1.7, enroll and verify work eligibility status of all newly hired employees of Contractor through the E-Verify program or any other work authorization program approved by the United States Department of Homeland Security or the Department of Homeland Security. Contractor further understands that it is not required to verify work eligibility status of newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. Contractor certifies that it does not knowingly employ any unauthorized aliens.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

ATTACHMENT: CityBus's Operational Boundary Map (also available in PDF format at: <https://www.tippecanoe.in.gov/DocumentCenter/View/30823/HighwayRoadSurface>)



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
AND
CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC.**

This Agreement made and entered into on this 24th of August, 2023 by and between the Center for Transportation and the Environment (herein referred to as “CTE”), located at 730 Peachtree Street, Suite 450, Atlanta, GA 30308 and Greater Lafayette Public Transportation Corporation, (herein referred to as “CityBus”), located at 1250 Canal Road Lafayette, Indiana 47902, both hereinafter referred to collectively as the “Parties” and individually as “Party,” serves as the contract for the scope of work that CTE agrees to provide under the 2023 FTA Low or No Emission Vehicle Program 5339(c).

WHEREAS, CityBus was awarded a 2023 Federal Transit Authority (“FTA”) Low or No Emissions Vehicle grant to deploy zero-emission vehicles and related technology; and

WHEREAS, CityBus has a need to engage experienced professionals for technical consulting services related to the deployment; and

WHEREAS, CTE is willing to perform and has the necessary skills to perform such services to CityBus under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

The following attachments are incorporated by reference and made part of this Agreement herein:

- Attachment I:* CTE Statement of Work & Budget
- Attachment II:* Applicable Federal Terms & Conditions

1) STATEMENT OF SERVICES TO BE PERFORMED

By executing this Agreement, CTE agrees to perform and comply with the scope of work set forth in the Statement of Work (herein “Work”), attached and fully incorporated herein as *Attachment I*. CTE shall diligently work to perform the Work specified in the time and manner described and in accordance with the terms and provisions of this Agreement. CTE agrees to perform the Work with that standard of professional care, skill, and diligence normally provided in the performance of similar services.

2) FEDERAL FUNDING

CTE acknowledges that this Agreement is funded in part by the Federal Transit Administration (FTA) and is subject to Federal Terms & Conditions, included herein as *Attachment II*. With regard to their scope of work, CTE shall comply with all Federal Terms & Conditions applicable to the Work provided under this Agreement. Furthermore, CTE shall

not take any action or fail to take any action that would jeopardize CityBus's compliance with applicable Federal Terms and Conditions.

3) TERM OF AGREEMENT

The period of performance for this Agreement shall commence upon the execution of this Agreement by both Parties. Services, work products and/or deliverables defined in CTE's Statement of Work shall be completed no later than January 31st, 2028.

4) AGREEMENT AMOUNT / INVOICING

- A. This is a firm-fixed price agreement with milestone payments. The total firm fixed price to be paid for the Work performed under this Agreement is seven hundred forty five thousand dollars (\$745,000.00).
- B. CTE will invoice CityBus upon completion of each milestone deliverable, as outlined in *Attachment I, CTE Statement of Work & Budget*. CityBus shall review and accept or reject invoices within 15 business days, otherwise such invoices shall be deemed accepted. For any milestone deliverable requiring more than two months to complete, CTE shall have the option to submit an invoice for a progress payment on a pro rata basis.
- C. CityBus shall pay CTE within 30 days of each accepted invoice.
- D. A final invoice will be submitted by CTE within 30 days of the end date of the project or Termination of this Agreement.
- E. Invoices will be submitted to Accounts Payable c/o Joanne Zhang, 1250 Canal Road, Lafayette IN 47904, by mail, courier, or e-mail to accountspayable@gocitybus.com. Payments to CTE shall be made via check or wire transfer.

5) CHANGE ORDERS/PROJECT DELAYS

CityBus may, at any time, by written order, make changes within the scope of work and services contained in *Attachment I*. If such changes cause an increase in the budgeted cost of or the time required for performance, CTE shall notify CityBus and provide a proposed adjustment within ten (10) days receipt of the written change order. Any and all agreed adjustments shall be detailed in a written supplement to this Agreement and signed by both Parties.

6) TERMINATION

This Agreement may be terminated in whole or in part as follows:

- A. By either Party, if the other Party materially fails to comply with the terms and conditions of this Agreement and such failure is not corrected within fifteen (15) days following receipt of written notice from the non-breaching party.
- B. By CityBus, upon thirty (30) days written notification to CTE setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.
- C. By CTE, upon thirty (30) days written notification to CityBus setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.
- D. By CityBus, if CityBus's prime award supporting this Agreement is terminated by FTA.

Upon Termination, CityBus will reimburse CTE for the contract price for all services performed in accordance with the manner of performance up to the effective date of termination, to include works in-progress.

7) INSURANCE

For the duration of this Agreement, CTE shall maintain, and shall require subcontractors, if any, to maintain the following insurance policies and minimum limits:

- A. Workers' Compensation insurance at statutory limits of not less than:
 - i. \$1,000,000 – Bodily Injury: Each Accident
 - ii. \$1,000,000 – Disease: Each Employee
 - iii. \$1,000,000 – Disease: Policy Limit; and
- B. Commercial General Insurance at \$1,000,000 per occurrence, \$2,000,000 general aggregate; and
- C. Automobile Liability Insurance at \$1,000,000 combined single limit for all hired, scheduled, and non-owned autos; and
- D. \$1,000,000 in Professional Liability Insurance.

Upon request, CTE shall furnish the CityBus with a certificate(s) of insurance showing CTE and subcontractors, if any, have complied with this Article. CTE shall provide the CityBus thirty (30) days written notification of cancellation of such policies.

8) INDEMNIFICATION

CTE will, indemnify, defend, and hold harmless the CityBus and its board members, directors, officers, and employees (collectively, the "Indemnitee") against any liabilities, losses, claims, expenses (including attorney's fees) or damage they may suffer as a result of third-party claims, demands, actions, costs or judgments arising from and to the extent caused by CTE's negligence or willful misconduct related to performance under this Agreement. Notwithstanding the foregoing, in no event will either Party be liable for any consequential, special, incidental, indirect or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity.

9) INDEPENDENT CONTRACTOR

The Parties agree that CTE, as well as any individual working for CTE, is an independent contractor and not an employee of CityBus for any purpose. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture. Both Parties acknowledge that neither CTE nor any of its employees or subcontractors are employees of CityBus for state or federal tax purposes and is not entitled to any employee benefits of CityBus.

10) OWNERSHIP OF WORK

Upon payment of services rendered, CTE assigns to CityBus all of its rights in the final version of the original works produced pursuant to this Agreement. If any CTE intellectual property (methods, processes, trade secrets, preexisting software) is included in its work, CTE grants CityBus a nonexclusive, royalty-free, license to display and otherwise make lawful use of those materials as contemplated by this Agreement, so long as credit to CTE is

provided. CTE may retain a copy of all material produced under this Agreement for use in its general business activities.

11) CONFIDENTIALITY

CTE agrees to keep confidential any CityBus technical data, electronic files, and other written or oral information not in the public domain or not previously known and will not disclose any such data to any other party without CityBus's prior written consent unless required by law.

12) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CTE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, marital status, military status veteran status, sexual orientation, gender identity or expression, genetic information, HIV/AIDS status or any other protected characteristic under applicable law. CTE shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. CTE further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

13) RECORDS AND AUDITS

CTE shall maintain records containing pertinent information (including billings, invoices, dates, length of time, services rendered, etc.) for a period of four (4) years after expiration or termination of this Agreement. CityBus has the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and CTE agrees to allow the authorized auditor(s) reasonable access to such records during normal business hours. CTE agrees to include a similar right of CityBus in any subcontracts related to performance of this Agreement.

14) FORCE MAJEURE

Neither CTE nor CityBus shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or hostile governmental action, strikes, labor disputes, pandemics, fire or other casualty, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of CTE or CityBus. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.

15) MISCELLANEOUS

- A. **Assignment.** Neither Party may assign its respective rights or duties under this Agreement to a third Party (except to a successor in interest to substantially all of the business of the assignor) without the prior written consent of the other Party.
- B. **Amendment or Waiver.** This Agreement may not be modified, amended or waived except by a written instrument executed by duly authorized representatives of both parties. No failure or delay in exercising any right shall operate as a waiver thereof.

- C. **Compliance with Laws.** CTE shall comply with all applicable federal, state, and local laws, rules, and regulations in performance of the Work under this Agreement.
- D. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all previous oral and written agreements, understandings, and communications of the Parties relating to such matters.
- F. **Governing Law.** This Agreement will be governed by and constructed in accordance with the laws of the State of Indiana, USA, without regard to the conflict of laws principles thereof. In the event of litigation related to this Agreement, Tippecanoe County, Indiana shall be the exclusive venue.
- G. **Headings.** Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- H. **Severability.** Should any part of this Agreement be rendered or declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision, which shall remain in full force and effect.
- I. **Subcontracting.** CTE may subcontract with third party providers in performance of specific tasks included in CTE’s Statement of Work. In the event that subcontractors are used, CTE will notify CityBus of the intent to use subcontractors and ensure subcontractor adherence to the same quality standards and assurances required of CTE, including adherence to applicable Federal Terms and Conditions.
- J. **Survival of Terms.** The provision of section 8 (Indemnification), 10 (Ownership of Work) and 11 (Confidentiality) shall survive the expiration or termination of this Agreement as well as the provisions which by their nature would be intended to be applicable following any such termination or expiration.

Please indicate your acceptance of these terms by returning one signed copy of this Agreement to CTE.

Center for Transportation & the Environment, Inc. (CTE):

Read, agreed to, and accepted by Greater Lafayette Public Transportation Corporation (“CityBus”:

By: _____

By: _____

Title: Contract Administrator

Title: Chief Executive Officer

Date: _____

Date: _____

Enclosures:

Attachment I: CTE Statement of Work & Budget

Attachment II: Applicable Federal Terms & Conditions

Attachment I
CTE Statement of Work & Budget

Statement of Work

CTE will use its Zero-Emission Smart Deployment Methodology to guide this project. Through eight primary phases, CTE's methodology was designed to help agencies understand ZEB technologies and how to successfully deploy them. This Statement of Work (SOW) outlines eight phases of the project and the specific tasks CTE will complete to support The Greater Lafayette Public Transportation Corporation (GLPTC or CityBus) in the deployment of 4 (four) New Flyer fuel cell electric buses (FCEBs) and hydrogen fueling infrastructure for its 2023 Low-No project. Each phase includes a brief summary of the activities included in that phase of the project and an estimated time to complete. Each phase of the narrative also includes a description of the services provided by CTE during that phase and the associated CTE deliverables. A summation table of the phases and CTE milestones can be found at the end of this SOW.

Phase 1: Project Planning

Estimated Time to Complete: 2 months

Phase 1 CTE Fee Total: \$36,000

CTE developed a high-level schedule as part of the 2023 Low-No grant proposal that includes estimated durations for all project phases. CTE will work with each team member to refine the general schedule from the proposal and incorporate specific project goals and constraints.

Under Phase 1, CTE will work with CityBus ,Ballard, Linde, New Flyer and other partners to finalize the project scope, approach, and timeline, and to define tasks, roles and responsibilities, and preliminary risks.

Phase 1 will result in a formal kickoff of the project with all stakeholders and project team members. The goal of the kickoff is to align the project team on tasks, assignments, timelines, and expectations to successfully meet project goals and objectives.

CTE will develop a project workbook that will outline these project goals and objectives, scope, and approach that will guide the execution of deliverables of the project. The workbook will define the key milestones and stakeholders as well as activities, tasks, and timeline for the project.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverable | Billing Frequency | Fee |
|----|---|------------------------------------|----------|
| 1A | Project Kick Off Meeting Agendas, Presentations and Minutes | One-time at deliverable completion | \$30,000 |
| 1B | Project Workbook | One-time at deliverable completion | \$6,000 |
| | | Total | \$36,000 |

Phase 2: Requirements Analysis

Estimated Time to Complete: 3 months

Phase 2 CTE Fee Total: \$55,000

This task includes a FCEB bus modeling, route simulation, and confirmation of the technical specifications for the FCEBs, and a preliminary assessment of the hydrogen fueling station.

CTE will determine the detailed requirements for the buses to reliably complete service, and develop deployment options that may influence operating costs, quality of service, or reliability. CTE's task for this phase are discussed below.

FCEB Bus and Route Analysis

CTE will collect route data on existing CityBus buses using GPS data loggers to capture time, distance, speed, acceleration, location, and grade. CTE will also collect local environmental conditions, passenger loading profiles, route planning details, and blocking schedules from CityBus. CTE will model the selected CityBus routes and the New Flyer fuel cell electric bus under a full range of operating conditions to predict the performance and energy consumption of the bus on the selected routes. The model uses powertrain simulation software developed by Argonne National Laboratory that was modified by CTE to include OEM-supplied powertrain specifications. If those specifications are not provided by New Flyer, CTE shall approximate the specifications and calibrate to Altoona test results.

Bus modeling is critical to fuel cell electric bus deployments as range, power requirements, and fueling needs can be highly dependent on route, traffic, and weather conditions. CTE will use the results of the bus modeling to evaluate fueling requirements, inform the technical specifications of the buses, validate that the buses will perform as expected in the Agency's specific operating conditions, and identify risks in the current deployment plans along with corresponding corrective actions.

FCEB Maintenance

CTE will provide a memorandum summarizing the maintenance activities that can be completed in CityBus's current facility with hydrogen on-board the vehicle and which will require defueling prior to conducting.

Hydrogen Fuel Station and Fuel Cost Modeling

CTE will use the energy consumption requirements determined during the Bus and Route Analysis to develop station specifications to match CityBus's existing fueling window. CTE will then develop a fueling model to evaluate the potential fuel demand, fuel delivery frequency, and identify backup sources of supply to ensure fuel reliability.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverable | Billing Frequency | Fee |
|----|---|------------------------------------|----------|
| 2A | Bus and Route Analysis Modeling Presentation | One-time at deliverable completion | \$30,000 |
| 2B | Hydrogen Fuel Station and Fuel Cost Modeling Presentation | One-time at deliverable completion | \$20,000 |
| 2C | Bus Maintenance Memorandum | One-time at deliverable completion | \$5,000 |
| | | Total | \$55,000 |

Phase 3: Bus Procurement and Build

Estimated Time to Complete: 12 – 18 months

Phase 3 CTE Fee Total: \$97,000

In this phase of the project, CityBus , with assistance from CTE, will finalize the bus specification and other documents required for bus procurement from New Flyer. CTE will review CityBus’s specifications for potential risks based on their experience with zero emission buses. Prior to the contract award to New Flyer , CTE will provide Pre-Award Buy America Audits.

CityBus will execute procurement contracts with New Flyer. New Flyer will submit a final design for CityBus approval before proceeding with production. CityBus and CTE will participate in a pre-production meeting with New Flyer to confirm the design and to review quality control, quality assurance, and production procedures that will be in place for this order. Once the buses enter the production line, CityBus and CTE will meet with New Flyer regularly during the bus build to track progress. The phase will end with the delivery of the buses.

CTE will provide periodic inspection services. The goal of the inspection is to ensure that the buses meet CityBus’s specifications and that New Flyer is adhering to their quality control and quality assurance standards. CityBus will conduct pre-delivery inspection and approve buses for delivery and post-delivery acceptance inspections. These efforts are consistent with both the Inspection and Test and Inspection and Test Status elements of FTA’s Quality Management System.

After delivery, CTE will conduct a Post-Delivery Buy America Audit to ensure the FCEB buses meet Buy America requirements. If needed, CTE may engage the services of external vendors to complete the periodic inspections, quality assessments, and Buy America audits.

Throughout this phase of the project, CTE will provide guidance and oversight to CityBus on bus procurement, design and manufacturing. CTE fees for providing these advisory services are included in the monthly project management fee and described in more detail in Phase 8.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables | Billing Frequency | Fee |
|----|--|-------------------------------------|----------|
| | CTE Review of CityBus Technical Specifications for Buses | One-time at deliverable completion | \$21,000 |
| | CTE Review of CityBus Bus Contract | One-time at deliverable completion | \$10,000 |
| | Pre-Award Buy America Audits | One-time at deliverable completion | \$8,000 |
| | Post-Delivery Buy America Audits | One-time at deliverable completion | \$8,000 |
| | Inspection Reports | TBD based on final inspection scope | \$50,000 |
| | | Total | \$97,000 |

Phase 4: Hydrogen Infrastructure Procurement, Design, and Build

Estimated Time to Complete: 12 months

Phase 4 CTE Fee Total: \$120,000

This phase of the project includes all necessary steps to procure, design, build, and commission the hydrogen fueling station, and to perform upgrades to maintenance facilities.

Hydrogen Fueling Station Procurement

CTE will assist CityBus as it finalizes the specifications for the hydrogen station, including production, compression, storage, and dispensing. Linde, as a named partner in the grant application, will be responsible for the design, permitting, build, and commissioning of the hydrogen fueling station. CTE will work with CityBus to provide administrative oversight and technical reviews during the design, construction, and installation process for the hydrogen refueling station.

Linde will develop site and installation plans for the station and obtain all necessary permits.

CTE will also assist CityBus in establishing and coordinating a third-party, independent safety review of preliminary fueling station design plans prepared by the vendor. The review is expected to be conducted by the American Institute of Chemical Engineers Center for Hydrogen Safety, and cost of conducting this review will be the responsibility of Linde.

Once the site preparation for the station is completed, Linde will install and commission the equipment, during which CTE will coordinate weekly communication meetings and provide project overview and recommendations. CTE will organize and coordinate with CityBus, New Flyer, and Linde to complete first-responder and employee safety and operations training.

Station Build

CTE will work with CityBus to provide administrative oversight and technical reviews during station development. CityBus will coordinate communication meetings and provide project overview and recommendations. CTE will organize and coordinate with CityBus, New Flyer, and the station supplier to conduct first-responder and employee safety and operations training. CTE will also work with Linde and New Flyer to provide a seamless hydrogen fueling interface that will meet CityBus’s requirements for refueling its fleet.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables | Billing Frequency | Fee |
|----|--|---|----------|
| 4A | Hydrogen Fueling Station Specification Advisory | One-time at deliverable completion | \$17,000 |
| 4C | Hydrogen Fueling Station Design/Build Support and Technical Advisory | Monthly installments over 12-month period | \$60,000 |
| | | Total | \$77,000 |

Phase 5: Bus and Hydrogen Fueling Infrastructure Deployment

Estimated Time to Complete: 6 months

Phase 5 CTE Fee Total: \$56,000

After the FCEBs and hydrogen fueling station commissioning, CityBus will conduct post-delivery inspections and acceptance testing. CityBus staff will receive the necessary training to operate and maintain the vehicles and hydrogen fueling station. Once FCEBs and the hydrogen fueling station have completed testing and acceptance by CityBus, CTE will work with CityBus, New Flyer and Linde to validate the performance and operation of the buses and hydrogen fueling station through CTE’s performance validation approach. CTE will develop a validation test plan to compare against modeled performance and determine if any operational changes are needed. The plan will provide for operating buses along the plan route(s) under controlled conditions (ambient temperature, HVAC load, passenger load, traffic patterns, etc.).

CTE will conduct the on-site validation testing based on the aforementioned plan and provide a validation test report to CityBus. The report will include operational metrics such as: fuel economy (miles per kilogram), auxiliary load power draw (kW), fuel dispensed (kilograms), fueling time (minutes), initial and final state of fill at settled pressure, and overall station performance, as well as qualitative assessments of any issues that occur during validation. CTE will use the test results to support CityBus in finalizing the deployment strategy and schedules based on real world performance. This phase will close with the buses entering revenue service.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables | Billing Frequency | Fee |
|----|---|------------------------------------|----------|
| 5A | Validation Test Plan | One-time at deliverable completion | \$16,000 |
| 5B | Validation Test Report | One-time at deliverable completion | \$40,000 |
| 5C | Updates to Operating and Fueling Recommendations Document as Needed | -- | -- |
| | | Total | \$56,000 |

Phase 6: Deployment Validation and Key Performance Indicators

Estimated Time to Complete: 16 months (4 months prep, 12 months KPI collection)
 Phase 6 CTE Fee Total: \$96,000

After revenue service of the buses begins, CTE will collect, analyze, and report on Key Performance Indicators (KPIs) as a method of deployment validation to help track and understand the performance of the fuel cell electric buses and fueling station for a period of 12 months each. These metrics will allow CityBus and FTA to fully understand operational metrics to determine if the projected benefits have been realized from the deployment of the fuel cell electric buses.

CTE will conduct a reporting workshop with CityBus to determine the KPIs they wish to capture and the procedures for collecting data.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables | Billing Frequency | Fee |
|----|---|--|----------|
| | KPI Workshop Agenda, Presentation and Meeting Minutes | One-time at deliverable completion | \$6,000 |
| | Monthly or Quarterly KPI Reports | Monthly or quarterly installments over a 12 month period | \$90,000 |
| | | Total | \$96,000 |

Phase 7: Project Close Out

Estimated Time to Complete: 2 months
 Phase 7 CTE Fee Total: \$13,000

After the data collection period is over, CTE will issue a final report summarizing project results, findings, and lessons learned. CityBus will close out the project with FTA.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables | Billing Frequency | Fee |
|----|--------------|------------------------------------|----------|
| 7A | Final Report | One-time at deliverable completion | \$13,000 |
| | | Total | \$13,000 |

Phase 8: Project Management, Administration, Reporting, and Control

Estimated Time to Complete: 3.5 years

Phase 8 CTE Fee Total: \$315,000

CTE will support CityBus through the entire deployment project including deployment planning; bus specification development; infrastructure planning and procurement support; and final deployment. CTEs project management will include but is not limited to the following activities:

- *Participation in regular meetings and information sharing between project partners and stakeholders* – CTE will participate in regular, timely, and appropriate meetings with the needed staff. This will include recurring status meetings, as well as focused workshops and other events. CTE will be responsible for meeting coordination including detailed agendas, meeting minutes and follow-up for those meetings that CTE has specifically requested.
- *Advocating for the transit agency’s interests* – Within the project, CTE will act as an advocate and advisor solely focused on CityBus’s interests and concerns. CTE’s 25 years of expert experience in electric vehicle technology is crucial when considering the unique requirements of fuel cell electric bus system planning, design, and construction. CTE’s unbiased experience and broad network of industry contacts results in rapid and impartial guidance, helping transit agencies select the technology that will best suit their needs and avoid pitfalls of electric bus implementation without being beholden to the bus manufacturer. CTE has proven experience in ensuring transparency on the capabilities, operation, and maintenance of fuel cell electric buses, and ensuring that the final buses meet all specifications and service requirements.
- *Technical Advisory* – CTE provides technical advisory services throughout the project to ensure that CityBus staff understand the differences in technology and the best practices for deploying and operating ZEBs. CTE will advise CityBus on ZEB technology best practices, key deployment strategies; ZEB supplier terms and conditions; fueling strategy, oversight of bus manufacturing and design; construction and installation of charging stations; and ZEB training, operations, and maintenance.

CTE's project management fees will be split into years and invoiced in monthly installments.

| Project Management | Billing Frequency | Fee |
|--------------------|---|-----------|
| Months 1-12 | Monthly installments of \$9,500 per month over a 12 month period | \$114,000 |
| Months 13-30 | Monthly installments of \$8,000 per month over an 18 month period | \$144,000 |
| Months 31-42 | Monthly installments \$4,750 per month over a 12 month period | \$57,000 |
| | Total | \$315,000 |

CTE will prepare deliverables associated with CTE specific tasks. These deliverables may include, but are not limited to, the following:

- Project Status Meeting Agendas and Minutes
- Quarterly Management Reports (QMRs)
- Ad hoc Reports, Communications, and Presentations as requested
- Tracking Project Tasks, Risks, Budgets, and Timeline

Project Administration, Reporting & Control

CTE will guide the entire project by the control and risk management procedures detailed below. CTE's centralized management of the work program will enable team members to concentrate on exceeding project goals and ensure production of deliverables in a clear and well-coordinated manner. Details of CTE's processes for ensuring the efficient accomplishment of these tasks are as follows:

Collaboration Tools

CTE will use e-mail, Dropbox and Smartsheet to share project files and communications, coordinate tasks, track issues, and maintain project calendars.

Communications Plan

Team members will participate in weekly or bi-weekly conference calls to discuss project status and current issues. Meeting minutes will be taken and shared to ensure open access to proceedings. Online video conferencing will be employed when team members desire a presentation format to share status updates. CTE will schedule additional conference calls with team members as needed.

Reporting Plan

CTE will provide CityBus with quarterly summaries of project status and activities through Quarterly Management Reports (QMRs). The QMRs provide a summary of project status, progress, and accomplishments of the previous quarter and projections for the remainder of the project. The QMR will be structured to allow CityBus to easily incorporate the information into the required FTA Quarterly Report submitted by CityBus. The QMR will document project progress and activities as well as describe any known risks and plans for mitigation.

CTE will compile the QMRs with input from team members. CTE will provide team members with a QMR template that will include:

- Summary narrative of accomplishments by task/milestone during the period
- Estimated % completion and expected completion dates of task/milestone
- Significant events affecting progress and discussion of project variances
- Remaining activities and expected completion dates

CTE will also compile a Final Management Report at the end of the project to summarize the project accomplishments, realized benefits, and lessons learned.

Risk and Action Item Management and Mitigation Plan

CTE provides strong and engaged oversight of project progress through the suite of management controls and procedure outlined above. CTE's management method allows us to anticipate and manage potential project risks and ensures quick recognition of any unexpected project risks that arise. All identified project risks are documented; assigned to project team members for research,

analysis, and resolution; and tracked through the project. Risks and related tasks are prioritized to ensure that project team members remain focused on the right activities at the right time. Critical issues that remain unresolved or proposed solutions that impact project timeline, scope, budget or resources are escalated to CityBus management for immediate attention.

Schedule Control Plan

CTE will be responsible for maintaining the overall schedule with input from team members.

Team members will report schedule status for their assigned tasks during the regular team calls. If the actual progress for a task is determined to be behind the planned schedule, CTE will work with CityBus to develop appropriate corrective action based on the schedule variance, the amount of work remaining, the impact on other tasks, and impact on the overall schedule.

CTE Deliverables

| Task ID | Task Name | Billing Frequency | Milestone Deliverable | Total | Cost per Deliverable (\$) |
|----------|--|---|--|-----------------|---------------------------|
| 1 | Project Planning | | | \$36,000 | |
| | | One-time at deliverable completion | Project Kick Off Meeting Agendas, Presentations and Minutes | | \$30,000 |
| | | One-time at deliverable completion | Project Workbook | | \$6,000 |
| 2 | Requirements Analysis | | | \$55,000 | |
| | | One-time at deliverable completion | Bus and Route Analysis Modeling Presentation | | \$30,000 |
| | | One-time at deliverable completion | Hydrogen Fuel Station and Cost Modeling Presentation | | \$20,000 |
| | | One-time at deliverable completion | Bus Maintenance Memorandum | | \$5,000 |
| 3 | Bus Procurement and Build | | | \$97,000 | |
| | | One-time at deliverable completion | CTE Review of Technical Specifications for Buses | | \$21,000 |
| | | One-time at deliverable completion | CTE Review of Bus Contract | | \$10,000 |
| | | One-time at deliverable completion | Pre-Award Buy America Audits | | \$8,000 |
| | | One-time at deliverable completion | Post-Delivery Buy America Audits | | \$8,000 |
| | | TBD based on final inspection scope | Inspection Reports | | \$50,000 |
| 4 | Infrastructure Procurement, Design, and Build | | | \$77,000 | |
| | | One-time at deliverable completion | Hydrogen Fueling Station Specification Advisory | | \$17,000 |
| | | Monthly installments over 12-month period (\$5,000 per month) | Hydrogen Fueling Station Design/Build Support and Technical Advisory | | \$60,000 |
| 5 | Bus and Infrastructure Deployment | | | \$56,000 | |

| | | | | | |
|-------------------------|---|---|--|------------------|-----------|
| 5A | | One-time at deliverable completion | Validation Test Plan | | \$16,000 |
| 5B | | One-time at deliverable completion | Validation Test Report | | \$40,000 |
| 6 | Deployment Validation and Key Performance Indicators | | | \$96,000 | |
| 6A | | One-time at deliverable completion | KPI Workshop Agenda, Presentation and Meeting Minutes | | \$6,000 |
| 6B | | One-time at deliverable completion | Data Collection and Reporting Plan and KPI Dashboard Development | | |
| 6C | | Monthly installments over a 12 month period (\$7,500 per month) | Monthly or Quarterly KPI Reports | | \$90,000 |
| 7 | Project Close Out | | | \$13,000 | |
| 7A | | One-time at deliverable completion | Final Report | | \$13,000 |
| 8 | Project Management, Administration, Reporting, and Control | | | \$315,000 | |
| 8A | | Monthly installments over 12-month period | Months 1-12 | | \$114,000 |
| 8B | | Monthly installments over 18-month period | Months 13-30 | | \$144,000 |
| 8C | | Monthly installments over 12-month period | Months 31-42 | | \$57,000 |
| Total CTE Budget | | | | \$745,000 | -- |

Attachment II
Applicable Federal Terms & Conditions

1. No Government Obligation to Third Parties

- (a) CityBus 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 CityBus, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts

- (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 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, 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.

3. Access to Records and Reports

- (a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) Access to Records. The Contractor agrees to provide sufficient access to CityBus, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Contractor agrees to permit CityBus, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives and its contractors access to the sites of performance under this contract as reasonably may be required.

4. Federal Changes

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

5. Civil Rights Requirements

The following requirements apply to the underlying contract:

- (a) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal

Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue

- (c) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

6. Employee Protections

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

7. Disputes

CityBus and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within CityBus and the Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether CityBus acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with <Agency's> direction or decisions made thereof.

- (1) Performance during Dispute. Unless otherwise directed by CityBus, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (2) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (3) Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CityBus and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which CityBus is located.
- (4) Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CityBus or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8. Energy Conservation Requirements

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.

The Contractor agrees to include the requirements of this section in all its subcontracts that these requirements flow down to all subcontractor tiers.

9. Fly America

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

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

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

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

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

10. Government-Wide Debarment and Suspension (Nonprocurement)

Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, 2 C.F.R. Part 180. As such, the contractor shall verify that none of

the contractor, its principals, as defined at 2 CFR 1200, or affiliates, as defined at 2 CFR 1200, are not presently declared by any Federal department or agency to be:

- i. Debarred from participation in any federally assisted Award;
- ii. Suspended from participation in any federally assisted Award;
- iii. Proposed for debarment from participation in any federally assisted Award;
- iv. Declared ineligible to participate in any federally assisted Award;
- v. Voluntarily excluded from participation in any federally assisted Award; or
- vi. Disqualified from participation in any federally assisted Award.

The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200 in any lower tier contract for \$25,000 or more.

By executing this Agreement, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by CityBus. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to CityBus, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Lobbying

Upon execution of the underlying Agreement, Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) Contractor will require that the language of this certification be included in the award documents for all sub-awards for more than \$100,000 at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

12. Clean Air and Federal Water Pollution Control Act

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§1251-1387). The Contractor agrees to not use any violating facilities, to report each violation of use of prohibited facilities to Transit Agency and understands and agrees that Transit Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13. Recycled Products

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

14. Safe Operation of Motor Vehicles

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

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
BOARD MEETING NO. 680**

DATE: August 23, 2023

TIME: 5:15PM

PLACE: 1250 Canal Rd. Lafayette, IN. 47904 Conference Room

MEETING CHAIR: Ms. Julie Ginn

AGENDA

Item

1.0 Communications and Announcements

2.0 Public Comment

2.1 Comments on the Agenda – 5 minutes

3.0 Review and Approval of Agenda Items and Minutes

3.1 Review and Approval of Agenda of August 23, 2023.

3.2 Review and Approval of Minutes of July 26, 2023.

4.0 Old Business

5.0 New Business

5.1 Approval of the 2024 Budget

5.2 Contract Approvals

5.2.1 Approval of the Enterprise Vanpool Program Contract

5.2.2 Approval of the CTE Contract

5.3 Approval of the Updated Agenda

5.4 Consideration of claims list numbering 38703 through 38786, in the amount of \$785,281.63.

5.5 Consideration of payroll for July 1, 2023, through July 31, 2023, in the amount of \$885,595.68.

6.0 Board and Staff Reports

6.1 Chief Executive Officer Report

7.0 Public Comments

7.1 5 minutes per speaker

8.0 Adjourn

8.1 Next meeting is Wednesday, September 27, 2023, @ 5:15pm

Memo

To: Board Members
From: Greater Lafayette Public Transportation Corporation CityBus
cc: Joanne Zhang
Date: August 22, 2023
Re: Recommendation to register an account with TrustIndiana local government investment pool.

After researching depository options and rules about public fund, we recommend to register an account with TrustIndiana local government investment pool.

The purpose of TrustIndiana is to allow local units of government (e.g. counties, municipalities, school corporations, townships, and other units of local government) as well as the State of Indiana to invest in a common pool of investment assets that preserves the principal of the public's funds, remains highly liquid, and maximizes the return on the investment. TrustIndiana was authorized by the Indiana General Assembly's passage of Indiana Code § 5-13-9-11 during its 2007 session. The Indiana Treasurer of State (the Treasurer) has been designated by statute as the administrator of TrustIndiana.

Safety is TrustIndiana program's primary goal. The yield is also higher or comparable than our current rates with our banks. Details about the program is attached.

We have inquired about the program and have been informed that CityBus qualified to register an account with TrustIndiana.



Information Statement

April 2021



Introduction

The purpose of TrustINDiana is to allow local units of government (e.g. counties, municipalities, school corporations, townships, and other units of local government) as well as the State of Indiana to invest in a common pool of investment assets that preserves the principal of the public's funds, remains highly liquid, and maximizes the return on the investment. TrustINDiana was authorized by the Indiana General Assembly's passage of Indiana Code § 5-13-9-11 during its 2007 session. The Indiana Treasurer of State (the Treasurer) has been designated by statute as the administrator of TrustINDiana. The Treasurer has contracted with Public Trust Advisors, LLC, a United States Securities and Exchange Commission registered investment advisor that specializes in the management of local government investment pools, to provide the administration, portfolio management, and marketing services for the program not retained by the Treasurer's office. The Bank of New York serves as the custodian.

TrustINDiana provides all Indiana local units of government and agencies of the state the opportunity to invest in concert, benefiting from the inherent economies of scale, and to utilize an alternative designed specifically for public funds. In recognition

of the fact that the investments of the Participants are public funds temporarily invested until needed for expenditure for governmental purposes, the TrustINDiana program is operated in furtherance of the following objectives: legality and suitability, preservation and safety of capital, liquidity, diversification, and yield.

Legality and Suitability

TrustINDiana only invests public sector funds in securities and other investments that are legally permitted pursuant to Indiana law and in the manner further defined by the TrustINDiana investment policy.

Safety

One of the primary objectives of TrustINDiana is the preservation of principal. The program seeks to maximize investment safety through the exclusive purchase of securities that are legally permitted pursuant to Indiana law and as further defined in the investment policy. Safety is further enhanced by limiting the term of specific investments, asset class diversification, and the weighted average maturity of the entire portfolio to correspond conservatively with cash flow expectations and to mitigate any market timing risk.

Fifty percent of TrustINDiana's portfolio is required to be deposited in Indiana bank



deposit accounts that are insured by both the FDIC and the Indiana Public Deposit Insurance Fund. The Public Deposit Insurance Fund, administered by the Indiana Board for Depositories, insures public money that is properly placed on deposit in approved depositories in the event of bank failure.

It is expected that all funds will be invested each day. All securities invested pursuant to the program are held by the Custodian. Securities that collateralize short-term repurchase agreements are delivered to the Custodian subject to a perfected security interest for the protection of the Participants until maturity or sale. A current copy of the TrustINDiana investment policy is available in the Document Center at www.trustindiana.in.gov.

Liquidity

TrustINDiana is constructed to maximize liquidity for its Participants. Participants may deliver or withdraw funds on any business day with only same-day notice required (prior to 2:00 p.m. ET) up to the amount of their current account balances including accrued interest and/or capital gains realized thereon. Portfolio diversification, maturity, and duration parameters are established to provide for the liquidity needs of the Participants. The net result of these liquidity features is that

the market value fluctuations associated with traditional fixed-term investments are significantly mitigated, and Participant cash is available in the amount necessary when needed.

Diversification

At all times, TrustINDiana will maintain a prudent diversification of its investment portfolio among eligible asset classes, considering the statutory requirement that no less than 50% of the portfolio must be in Indiana bank deposit accounts. The statutory deposit requirement will be complied with in the most prudent manner possible by considering the creditworthiness of the depositories and the cash concentration of TrustINDiana deposited in the same.

Yield

By investing together, Participants can take advantage of certain economies of scale relative to transaction and clearance costs, custody arrangements, and valuation costs. In addition, overall portfolio performance is enhanced as a result of the effect of differences in cash flow cycles from one Participant to another, allowing longer average investment maturities than would be the case if Participants invested alone thereby increasing aggregate portfolio yields. This Program also permits all Participants to benefit from professional



investment advisory advice. Investments are calculated on a daily basis.

There can be no guarantee or assurance of program yields or rates of return. To the extent such information is available on a historical basis, there can be no assurance that such yields or rates of return can be replicated.

Permitted Investments

Unless specifically prohibited by law or elsewhere by the TrustINDiana investment policies, monies of TrustINDiana may be invested and reinvested only in investments authorized and within the legal limits required by Indiana law for the investment of state funds. Although a number of investment options are authorized in Indiana Code 5-13 for state investments, the predominate asset classes that will be considered to comprise the TrustINDiana portfolio are:

1. Securities backed by the full faith and credit of the United States Treasury or fully guaranteed by the United States and issued by:
 - a. The United States Treasury
 - b. A Federal agency
 - c. Federal instrumentality
 - d. A Federal government sponsored enterprise
2. Securities issued by:

- a. A Federal Agency
 - b. A Federal Instrumentality
 - c. A Federal government sponsored enterprise
3. Commercial paper rated in the highest rating category by one (1) nationally recognized statistical rating organization with a stated final maturity of no greater than 270 days
 4. Repurchase agreements with Indiana designated depositories, fully collateralized with a perfected security interest in the collateral
 5. Certificates of deposit and other deposit accounts with Indiana designated depositories
 6. 'AAA' or 'AAAm' rated money market mutual funds comprised of the foregoing.

All the investments in TrustINDiana will have final stated maturities no greater than two years from the date of investment except for specific exceptions provided for by Indiana law.

Program Services

Many program features assure convenient account access and ease of record keeping. For example, daily funds may be wired into



or out of TrustINDiana accounts using the TrustINDiana online transaction system or via toll-free fax or phone. Instructions on file along with bank notifications will be used for transactions done via fax or phone. All investment or payment forms are designed to be easy to use. Unlimited Participant accounts may be established to track and parallel internal fund accounting structures. Monthly statements are comprehensive and provide daily account activity, transaction numbers, portfolio security positions (with corresponding CUSIP identifier numbers), and pledged collateral. Monthly statements establish a clear accounting and audit trail for Participant investment and audit records.

Investments and withdrawals are at net asset value. Investments may be made by wire transfer or ACH funds. Withdrawals may be made by wire transfer, ACH funds, or transfer between Participant accounts. Transactions may be initiated via the online transaction portal, in writing, by telephone, or via fax. Distributions from the program's net income are declared and distributed daily to the Participants.

Account information or assistance is available every business day from the TrustINDiana Client Service Team. Online account access is available 24/7 via the TrustINDiana online transaction portal. Online transaction notifications can be done in advance in anticipation of

important dates and are handled reliably, avoiding unfortunate timing issues or cash access emergencies.

All program features have been designed in consultation with financial professionals who have public-sector financial experience in Indiana to facilitate the maximum level of cash management efficiency and simplicity. Participant involvement, feedback, and suggestions in all aspects of the program are encouraged.

Participants will be able to open as many accounts as desired at no cost. Account security features will be utilized to protect the Participants against fraud or error; only pre-designated signatory representatives of the Participants may execute transactions; funds may be wired or transferred only to pre-designated depository or transaction accounts; investments and payments are confirmed by fax or mail on the day they are executed; online portal login credentials (usernames and passwords) will be assigned and distributed to Participants in a safe and secure manner; and Participants may access the online transaction portal for account updates 24/7, 365 days a year. The TrustINDiana Client Service Team is available via toll-free telephone or fax on any business day (please refer to www.trustindiana.in.gov for annual holiday schedule).



There are no program limits on the dollar amount or number of daily transactions. Participant investments may be made at any time during regular business hours. For same day processing of Participant investments, investments must be made to the Program Administrator via the online transaction portal, fax, or phone prior to 2 p.m. ET. Investments made after the 2:00 p.m. ET cut-off time will be processed and paid the next business day. Payment requests received by the Program Administrator prior to 2:00 p.m. will be processed and paid the same day. Investment or payment notifications may be made in advance at any time. Payment requests, which will be executed on any day on which Indiana banks are open for business, can be in any amount up to the total balance in a Participant's accounts. Payments are made from accounts through outgoing bank wires or ACH credits to a Participant's pre-designated accounts. There are no outgoing wire or ACH charges by the program to Participants. With regard to moneys wired or sent via ACH into TrustINDiana accounts, Participants are responsible for wire or ACH charges levied by their own banks. Participants receive regular monthly statements for each account indicating daily earnings, investment, payment, and transfer activity (funds transferred from one Participant account to another). Statements are designed to facilitate public sector fund

accounting and audit procedures and are a valuable program feature.

Public Trust Advisors, LLC provides administrative and investment management services for TrustINDiana not otherwise retained by the Treasurer's Office. The Public Trust headquarters is located at 717 17th Street, Suite 1850, Denver, CO 80202. Public Trust provides investment advisory and/or administrative services for similar public sector cooperative investment programs in a number of states across the country.

The TrustINDiana Custodian is Bank of New York. The Custodian is, among other things, responsible for the receipt and safekeeping of all cash, securities, or other assets comprising the cooperatively invested assets. The Custodian also collects the income on investments in accordance with provisions in the program investment policy and provides security lending services as permitted by law. The Custodian is required to hold the investments separate and apart from the property of the Custodian and assure that such property is never deemed an asset or liability of the Custodian.

An annual independent audit of TrustINDiana is conducted by BKD.



Program Fees

Pursuant to the TrustINDiana Administrator and Investment Advisor Services Agreement, Public Trust will charge a fee of up to 10 basis points (0.10%) from the Investment Property Value (the Daily Fee). This daily fee will accrue on a daily basis and be paid monthly in arrears. The daily fee shall be calculated as follows: the Investment Property Value is multiplied by a percentage up to 0.10% (10 basis points) and is divided by 365 or 366 days in the event of a leap year to equal the daily fee accrual.

Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of Public Trust. This fee may be reviewed periodically based upon the Portfolio's yield performance, and both parties agree to potentially renegotiate the fee in good faith.

Participation Eligibility and Additional Information

Participation in TrustINDiana is available to any Indiana local unit of government or the State of Indiana. To join TrustINDiana, a local unit of government needs to complete a Registration Form and deliver it to TrustINDiana Client Services via email, mail, or fax. The Client Service Desk will contact the primary account contact once the account is established and discuss the

account particulars, online transaction portal registration and instructions, and the other means to managing the account.

This Information Statement is designed to provide a general overview of the TrustINDiana program. Reference should be made to the Treasurer's TrustINDiana Policies for a complete description of the rights and obligations of the Participants. The Policies are available at www.trustindiana.in.gov.

To obtain further program information, account information, assistance, and program updates, the TrustINDiana Client Service Team is available on any business day from 8:00 a.m. to 5:00 p.m. ET via phone at (888) 860-6264, via fax at (888) 860 0963, or via email at clientservices@trustindiana.in.gov.

Program information is also available on the TrustINDiana website at www.trustindiana.in.gov.



Disclaimer

Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, and financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a certain strategy will be achieved. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

04/21 Managed by Public Trust Advisors, LLC

Contact Information

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www.trustindiana.in.gov



CITY BUS --- CLAIMS LISTING FOR
 JULY 27, 2023 THROUGH August 23, 2023

Claims UNDER \$20,000 (For Board to select 5 or more for audit)

| CLAIM# | VENDOR NAME | CLAIM REASON | AMOUNT |
|----------|---------------------------|-----------------------------|-----------|
| 38703 | CORPORATE PAYMENT SYSTEMS | CREDIT CARD | 16,402.98 |
| 38704 | CITY OF LAFAYETTE | UTILITIES | 263.03 |
| 38705 | COMCAST | UTILITIES | 263.40 |
| 38706 | CENTER POINT ENERGY | UTILITIES | 199.02 |
| 38707 | CARDINAL COPIER | SUPPLIES | 6.00 |
| 38709 | UNITED HEALTHCARE | INSURANCE | 2.40 |
| 38710 | CITY OF LAFAYETTE | UTILITIES | 386.25 |
| 38711 | ACCIDENT FUND | INSURANCE | 8,426.50 |
| 38712 | T-MOBILE | UTILITIES | 728.74 |
| 38713 | STANDARD INSURANCE | INSURANCE | 9,439.00 |
| 38714 | DUKE ENERGY | UTILITIES | 4,162.68 |
| 38715 ** | LINK MANAGEMENT | CAPITAL ITEM | 1,260.00 |
| 38716 ** | EXTERIOR VIEW | CAPITAL ITEM | 7,075.00 |
| 38717 | LEVEL365 | CAPITAL ITEM | 4,685.53 |
| 38718 | MIDWEST TRANSIT EQUIPMENT | SUPPLIES | 127.74 |
| 38719 | BALL EGGLESTON | ATTORNEY FEES | 2,679.50 |
| 38720 | CRYSTAL CLEAN | INVENTORY | 814.46 |
| 38721 | AXA EQUITABLE | 7/28/2023 PAYROLL DEDUCTION | 4,016.20 |
| 38722 | PARKER, CHRIS | TOOL ALLOWANCE | 700.00 |
| 38723 | SUPERFLEET | CREDIT CARD-GASOLINE | 1,670.51 |
| 38724 | BEST, MATTHEW | UNIFORM ALLOWANCE | 15.00 |
| 38725 | YEAMAN, SHELBY | SUPPIES | 10.98 |
| 38726 | HICKS GAS | CHILD CARE | 26.95 |
| 38727 | UNITED HEALTHCARE | INSURANCE | 2.40 |
| 38728 | DELTA DENTAL | INSURANCE | 5,551.16 |
| 38729 | NEORIDE | MEMBERSHIP DUES | 2,000.00 |
| 38730 | NULL TANK LINES | INVENTORY | 17,757.78 |
| 38731 | BOYCE FORMS | SUPPLIES | 274.63 |
| 38732 | BALTUS | SUPPLIES | 1,315.00 |
| 38733 | EVERSIDE HEALTH | INSURANCE | 7,876.60 |
| 38734 | REPUBLIC SVC | CONTRACTUAL SERVICE | 156.20 |
| 38735 | FRANKLIN PEST CONTROL | CONTRACTUAL SERVICE | 154.00 |
| 38736 | DINSMORE, PATRICK | SUPPLIES | 2.12 |
| 38737 | VERIZON WIRELESS | UTILITIES | 1,103.09 |
| 38738 | STANDARD INSURANCE | INSURANCE | 22.08 |
| 38739 | FINISHMASTER | INVENTORY | 128.90 |
| 38740 | CONSTELLATION | UTILITIES | 19,025.01 |
| 38741 | OLSTEN STAFFING | TEMPORARY STAFFING | 17,129.04 |
| 38742 | FRONTIER | UTILITIES | 397.78 |
| 38743 | ROCC | CONTRACTUAL SERVICE | 170.00 |
| 38744 | STANDARD INSURANCE | INSURANCE | 965.08 |
| 38745 | CITY OF LAFAYETTE | UTILITIES | 1,016.79 |
| 38746 | NEW BEGINNINGS EAP | EAP PROGRAM | 303.75 |
| 38747 | PLYMATE | CONTRACTUAL SERVICE | 236.25 |

CITY BUS --- CLAIMS LISTING FOR
 JULY 27, 2023 THROUGH August 23, 2023

Claims UNDER \$20,000 (For Board to select 5 or more for audit)

| CLAIM# | VENDOR NAME | CLAIM REASON | AMOUNT |
|---------------|------------------------------|-----------------------------|---------------|
| 38748 | AGAVE HR PARTNERS | CONTRACTUAL SERVICE | 3,450.00 |
| 38749 | MARTINEZ, STEPHEN | UNIFORM ALLOWANCE | 100.00 |
| 38750 | HEINSEN, BROCK | | 25.00 |
| 38751 | GYWEN NEWSOME | CONTRACTUAL SERVICE | 375.00 |
| 38752 | CROWE | AUDIT FEES | 7,000.00 |
| 38753 | STARR AUSTEN & MILLER | ATTORNEY FEES | 2,470.50 |
| 38754 | TRAVELERS | INSURANCE | 2,895.49 |
| 38755 | ICE MILLER | ATTORNEY FEES | 828.00 |
| 38756 | DUKE ENERGY | UTILITIES | 3,796.13 |
| 38757 | VERIZON WIRELESS | UTILITIES | 196.56 |
| 38758 | QUADIENT | POSTAGE METER | 55.50 |
| 38759 | AXA EQUITABLE | 8/11/2023 PAYROLL DEDUCTION | 4,081.51 |
| 38760 | CHEMSTATION | INVENTORY | 1,246.50 |
| 38761 ** | FAIRMOUNT DOOR CORP | CAPITAL ITEM | 3,451.00 |
| 38762 | FERRELL GAS | INVENTORY | 56.61 |
| 38763 ** | GILLIG | CAPITAL ITEM | 11,809.03 |
| 38764 | JACKSON OIL & SOLVENT | INVENTORY | 7,055.72 |
| 38765 | JIMS GARAGE | CONTRACTUAL SERVICE | 700.00 |
| 38766 | VAN GORDER JANITORIAL | CUSTODIAL SERVICE | 4,160.00 |
| 38767 ** | LAFAYETTE GLASS CO | CAPITAL ITEM | 8,025.50 |
| 38768 | MIDWEST TRANSIT EQUIPMENT | INVENTORY | 215.90 |
| 38769 | NORTH MECHANICAL CONTRACTING | CONTRACTUAL SERVICE | 4,669.90 |
| 38770 | ROSS & WHITE CO | CONTRACTUAL SERVICE | 527.92 |
| 38771 | SCHEID DIESEL SERVCIE | SUPPLIES | 149.08 |
| 38772 ** | THE AFTERMARKET PARTS CO | CAPITAL ITEM | 9,750.97 |
| 38773 | THERMO KING MIDWEST | INVENTORY | 10,196.08 |
| 38774 | TYNAN EQUIPMENT CO | CONTRACTUAL SERVICE | 2,977.15 |
| 38775 | LINDE GAS | INVENTORY | 69.35 |
| 38776 | STAPLES | SUPPLIES | 3,339.34 |
| 38777 | T-MOBILE | UTILITIES | 738.09 |
| 38778 | CITY OF LAFAYETTE | UTILITIES | 386.25 |
| 38779 | CITY OF W. LAFAYETTE | UTILITIES | 508.80 |
| 38780 | CENTER POINT ENERGY | UTILITIES | 4,105.23 |
| 38784 | TRAPEZE | CONTRACTUAL SERVICE | 937.94 |
| 38785 ** | DELL | CAPITAL ITEM | 6,852.46 |
| 38786 ** | LEVEL365 | CAPITAL ITEM | 3,660.43 |

CLAIMS TOTAL: 249,812.47

CITY BUS --- CLAIMS LISTING FOR
 JULY 27, 2023 THROUGH August 23, 2023

Claims UNDER \$20,000 (For Board to select 5 or more for audit)

| CLAIM# | VENDOR NAME | CLAIM REASON | AMOUNT |
|--|------------------------------|---------------------|-------------------|
| Claims OVER \$20,000 (For Board approval) | | | |
| 38708 | UNITED HEALTHCARE | INSURANCE | 137,836.24 |
| 38781 | GILLIG | INVENTORY | 21,170.48 |
| 38782 | TRAPEZE | CONTRACTUAL SERVICE | 89,157.00 |
| 38783 | CSCHED | CONTRACTUAL SERVICE | 36,661.00 |
| 38787 ** | WAY SINE LLC | CAPITAL ITEM | 39,000.00 |
| 38788 ** | CISSELL MUELLER CONSTRUCTION | CAPITAL ITEM | 154,358.54 |
| 38789 ** | INDOFF INC | CAPITAL ITEM | 25,285.90 |
| 38790 ** | LINK MANAGEMENT | CAPITAL ITEM | \$32,000.00 |
| CLAIMS TOTAL: | | | 535,469.16 |
| TOTAL FOR ALL CLAIMS: | | | 785,281.63 |

* PREPAID ITEM

** 80% FTA FUNDED

CEO REPORT TO GLPTC BOARD OF DIRECTORS

MEETING DATE: 08/23/2023

CEO

I'd like start with celebrating some staff.

After more than 23 years of service to CityBus, George Turner is retiring as Manager of Maintenance. We are having a celebration on September 29th at lunchtime, if you have the ability, we'd love to see you here.

I also want to congratulate our Rodeo winners. We had a tie, with Ryan Mounce (Body Shop Technician) and Rick Synesael (Operator/Trainer). This was a friendly competition, but to make it interesting, the winner gets the day after Thanksgiving off with pay, and as co-champions, they will both get the day off.

I would be remiss if I didn't give a big thank you to Derek Streeter, who organized our summer training, and all the staff that helped him pull it off.

The budget is in the packet for your approval. We will be going through the line items during the meeting, but some items to note:

- This budget is a 13.3% increase over last year's budget. As always, labor is our largest expense, and we are budgeting for full staffing for 2024 with more service on the road than in past years.
- The Comprehensive Operations Analysis (COA) will start this year, but extend into next year, so we have budgeted for that in 2024
- We anticipate needing additional legal services during negotiations, and have budgeted for that.
- The COA and our facility needs will most likely require additional consulting work (planning, engineering, etc), and those items have been budgeted for 2024
- We are using a significant amount of federal funding (5307) to support operating expenses (preventative maintenance). While 2024 is balanced, we will need to direct the COA consultant to look for areas to reduce underutilized fixed route service to continue to have a balanced budget into the future. There is a need to address our state and local revenue options, including advocating for more state funds, and possibly increasing passenger fares.

Once you approve the budget, we will pass it on to the City of Lafayette, where we will present to City Council for approval, and then submittal to the State.

We have been asked by HomesteadCS to participate in the small dollar loan program which would allow employees of CityBus to borrow \$1000 or less if they needed a short term loan, paid back through payroll deduction. They would also provide financial counselling to employees interested in establishing good credit, saving for home ownership, and other financial education at no cost to us or the employee. I've asked Brian Karle to review the MOU. There is no cost to CityBus for the program, and minimal staff time to execute.

The FTA has notified us that we are going to have a Drug and Alcohol Program Audit in October. There is a desk review ahead of time, and staff will be gathering data to send to the auditor between now and then. We will report the results after the audit.

FINANCE

- Chart of accounts have been reviewed to added with missing accounts recommended by GASB five years ago. Financial statements have been updated to include these accounts.
- Finance department is going through department review from July to the year end. All tasks in the department will be reviewed, documented, and the procedures will be created or updated.
- Bank reconciliations have been caught up and the staff is being trained to be able to complete bank reconciliation independently in the future.
- CNG grant has been approved by FTA. The team is preparing details for drawdown.
- Via service agreement has been renewed through NEORide membership, which saved the company about \$10,000.
- Worked with RightStep Childcare to renew the lease.
- We moved annual physical inventory from Dec to July for better scheduling and control. The result is an improvement from last year – smaller variance and tighter inventory control.
- Annual budgeting process has been done and the budget is ready for the board's review.
- The team has been working with bank and credit card providers to select better rate/lowers risk solutions.
- Procurement procedure have been finalized and is being enforced.

HUMAN RESOURCES

- Completed the first phase of Chief Operating Officer Interviews.
- Finalizing interviews for Bus Operator positions for a class starting August 28, 2023.
- Welcomed Leo Mejia to CityBus as a C Level Mechanic on July 24, 2023.
- Plan to begin interviews for A and C Shift Dispatchers.
- Payroll and Benefits Specialist, Sam Switzer, has worked closely with finance to learn payroll.
- Completing full audit of employee files to update in the PayCom System.

MAINTENANCE

- Transmission Replacement on bus 4003
- 1901 new wrap installation in progress.
- 1903 Steering gearbox going back in
- New service truck being outfitted for service.

OPERATIONS

- Summer Refresher Training was completed by Training with fantastic results. This investment in operator skill and knowledge will assist us in accomplishing our retention goals.
- The beginning of the academic year is an incredibly busy time with staff working hard to get bids ready and routes covered before August 21st.
- Operations department is conducting manual rider sampling for the National Transit Database (NTD). This annual sampling was previously suspended due to Covid-19. We will continue through years end.

CUSTOMER EXPERIENCE

- Working to get route changes prepared and pushed for a smooth start to the academic year. Updates to route maps, the website, and other related platforms are underway.
- Bus stop improvement project at six locations across the service area continues with the installation of shelters and ADA accessible amenities in the coming months. Additional improvements are being planned at various locations including the CityBus Center.

SAFETY

- Drafting Contractor Safety Program/Briefing. Will collaborate with Maintenance.
 - Fire safety / evacuation plan
 - Hot work
 - Lot speed
 - High wind shelter area
 - Site security

TRAINING

- Completed 40-hour training cycle with 82 bus operators. The items covered in this training were:
 - Safety best practices
 - Course driving

- Road driving
 - Security procedures
 - Health and wellness
 - Workers comp/safe driving presentation from Gregory & appel
- Conducted Mini-Roadeo with 86 bus operators
- Held 11 interviews for the August 28th New Operator Class.

Payroll Total for**Jul-23****\$****885,595.68**

| Summary | Pay Date 7/14/2023 | Pay Date 7/28/2023 | Board Members | Grand Total |
|---------------------------|-----------------------|-----------------------|------------------|---------------------|
| Gross Wages | \$287,886.07 | \$289,469.77 | \$200.00 | \$577,555.84 |
| Employer Taxes | \$21,439.88 | \$21,477.72 | | \$42,917.60 |
| Employer Fringe Benerfits | \$167,825.41 | \$97,296.83 | | \$265,122.24 |
| Total Payroll | \$477,151.36 | \$408,244.32 | \$200.00 | \$885,595.68 |

| Employer Details | Pay Date 7/14/2023 | Pay Date 7/28/2023 | Total |
|----------------------------------|-----------------------|-----------------------|---------------------|
| Employer Taxes: | | | |
| FICA/Medicare | \$21,172.49 | \$21,281.20 | \$42,453.69 |
| SUTA | 267.39 | 196.52 | 463.91 |
| | \$21,439.88 | \$21,477.72 | \$42,917.60 |
| Employer Fringe Benefits: | | | |
| PERF Contributions | \$33,294.57 | \$33,212.35 | \$66,506.92 |
| Health/Dental/Vision/Life | \$53,677.10 | \$54,890.41 | \$108,567.51 |
| HAS Contributions | \$77,300.00 | \$4,249.97 | \$81,549.97 |
| Other Fringes | \$3,553.74 | \$4,944.10 | \$8,497.84 |
| | \$167,825.41 | \$97,296.83 | \$265,122.24 |

Jul 2023
PROFIT AND LOSS STATEMENT
 GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

| OPERATING REVENUE | Jul-23 | Jul-22 | %DIFF/MO | YTD2023 | YTD2022 | %DIFF | BUDGETED |
|--------------------|---------------|---------------|----------|-----------------|-----------------|---------|--------------|
| PASSENGER FARES | \$ 101,527.75 | \$ 97,659.44 | 3.96% | \$ 1,772,873.42 | \$ 1,833,697.56 | -3.32% | \$ 2,993,912 |
| ADVERTISING INCOME | 58,966.04 | 30,286.04 | 94.70% | 148,004.65 | 146,658.68 | 0.92% | 239,728 |
| INTEREST INCOME | 31,037.88 | 7,653.81 | 305.52% | 151,812.67 | 19,197.93 | 690.78% | 23,048 |
| MISC. INCOME | 5,259.09 | 21,016.61 | -74.98% | 52,463.42 | 333,356.42 | -84.26% | 200,000 |
| | \$ 196,790.76 | \$ 156,615.90 | 25.65% | \$ 2,125,154.16 | \$ 2,332,910.59 | -8.91% | \$ 3,456,688 |

| | | | | | | |
|---------------|---------|---------|-------|-----------|-----------|--------|
| REVENUE MILES | 120,443 | 115,938 | 3.89% | 1,020,140 | 1,043,696 | -2.26% |
| REVENUE HOURS | 9,385 | 8,639 | 8.63% | 81,125 | 81,125 | 0.00% |

| OPERATING EXPENSE | Jul-23 | Jul-22 | %DIFF/MO | YTD2023 | YTD2022 | %DIFF | BUDGETED | BALANCE | CPM/M | CPM/Y |
|-------------------------|---------------|---------------|----------|-----------------|-----------------|---------|--------------|----------------|-------|-------|
| PERSONNEL | | | | | | | | | | |
| OPERATOR WAGES | \$ 147,964.66 | \$ 412,775.99 | -64.15% | \$ 3,374,885.22 | \$ 3,003,080.92 | 12.38% | \$ 5,580,833 | \$ (2,205,948) | 1.23 | 3.31 |
| ADMINISTRATIVE WAGES | 71,566.19 | 139,764.50 | -48.80% | 833,922.61 | 902,529.53 | -7.60% | 1,911,253 | \$ (1,077,330) | 0.59 | 0.82 |
| MAINTENANCE WAGES | 20,761.01 | 76,746.89 | -72.95% | 426,236.32 | 460,875.26 | -7.52% | 864,809 | \$ (438,572) | 0.17 | 0.42 |
| FICA TAX | 27,115.28 | 46,542.16 | -41.74% | 352,601.47 | 322,286.50 | 9.41% | 639,302 | \$ (286,701) | 0.23 | 0.35 |
| PERF | 44,427.77 | 98,468.04 | -54.88% | 508,309.42 | 491,251.65 | 3.47% | 919,258 | \$ (410,949) | 0.37 | 0.50 |
| LIFE & HEALTH INSURANCE | 214,784.95 | 320,328.00 | -32.95% | 935,679.17 | 1,148,816.27 | -18.55% | 2,173,302 | \$ (1,237,623) | 1.78 | 0.92 |
| UNEMPLOYMENT INSURANCE | (193.56) | 548.66 | -135.28% | 22,590.41 | 30,619.03 | -26.22% | 70,000 | \$ (47,410) | 0.00 | 0.02 |
| WORK COMP INSURANCE | - | 6,679.00 | -100.00% | 69,256.50 | 42,204.00 | 64.10% | 79,439 | \$ (10,182) | 0.00 | 0.07 |
| UNIFORMS | 1,809.23 | 2,580.05 | -29.88% | 15,184.48 | 22,711.01 | -33.14% | 54,958 | \$ (39,773) | 0.02 | 0.01 |
| FRINGE BENEFITS | 7,486.47 | 14,630.01 | -48.83% | 72,083.00 | 36,816.65 | 95.79% | 51,251 | \$ 20,832 | 0.06 | 0.07 |
| | 535,722.00 | 1,119,063.30 | -52.13% | 6,610,748.60 | 6,461,190.82 | 2.31% | 12,344,406 | \$ (5,733,657) | | |

| | | | | | | | | | | |
|---------------------------|------------|-----------|----------|------------|------------|----------|-----------|--------------|------|------|
| COMMODITIES | | | | | | | | | | |
| DIESEL FUEL | 8,549.39 | 2,330.79 | 266.80% | 101,751.04 | 104,857.12 | -2.96% | 247,734 | \$ (145,983) | 0.07 | 0.10 |
| CNG FUEL | 54,216.00 | 38,588.48 | 40.50% | 258,898.49 | 252,622.13 | 2.48% | 563,509 | \$ (304,610) | 0.45 | 0.25 |
| GASOLINE | 1,611.43 | 2,169.74 | -25.73% | 11,767.09 | 12,144.96 | -3.11% | 26,945 | \$ (15,178) | 0.01 | 0.01 |
| LUBRICANTS | 2,634.39 | 3,316.49 | -20.57% | 23,022.72 | 22,311.10 | 3.19% | 47,278 | \$ (24,255) | 0.02 | 0.02 |
| REPAIR PARTS--STOCK | 43,912.57 | 22,314.97 | 96.79% | 162,793.07 | 229,549.54 | -29.08% | 452,600 | \$ (289,807) | 0.36 | 0.16 |
| REPAIR PARTS--FIXED EQUIP | - | - | 0.00% | 154.59 | 2,883.77 | -94.64% | 10,000 | \$ (9,845) | 0.00 | 0.00 |
| TIRES & BATTERIES | 438.11 | 797.48 | -45.06% | 7,093.43 | 7,125.53 | -0.45% | 13,621 | \$ (6,528) | 0.00 | 0.01 |
| CLEANING SUPPLIES | 3,051.75 | 954.53 | 219.71% | 12,561.05 | 13,400.07 | -6.26% | 26,789 | \$ (14,228) | 0.03 | 0.01 |
| BUILDING MATERIALS | - | - | 0.00% | 12,493.19 | 1,005.14 | 1142.93% | 7,500 | \$ 4,993 | 0.00 | 0.01 |
| POSTAGE & FREIGHT | 633.46 | 29.16 | 2072.36% | 4,380.62 | 2,314.37 | 89.28% | 5,500 | \$ (1,119) | 0.01 | 0.00 |
| OFFICE SUPPLIES | 3,275.80 | 587.05 | 458.01% | 13,714.14 | 11,362.73 | 20.69% | 20,000 | \$ (6,286) | 0.03 | 0.01 |
| MAT & SUPP--NOT BILL. | 6,349.93 | 2,991.08 | 112.30% | 50,920.08 | 59,471.71 | -14.38% | 121,672 | \$ (70,751) | 0.05 | 0.05 |
| MAT & SUPPLIES--BILLABLE | - | 153.40 | -100.00% | 148.81 | 30,445.67 | -99.51% | 30,000 | \$ (29,851) | 0.00 | 0.00 |
| MAT & SUPPLIES--MAINT | - | - | 0.00% | 1,132.19 | 4,446.96 | -74.54% | 10,000 | \$ (8,868) | 0.00 | 0.00 |
| | 124,672.83 | 74,233.17 | 67.95% | 660,830.51 | 753,940.80 | -12.35% | 1,583,149 | \$ (922,318) | | |

| | | | | | | | | | | |
|-------------------------------|------------|------------|----------|--------------|------------|----------|-----------|----------------|------|-------|
| SERVICES & CHARGES | | | | | | | | | | |
| ATTORNEY & AUDIT FEES | 20,978.00 | - | 0.00% | 64,215.00 | 51,337.00 | 25.09% | 150,000 | \$ (85,785) | 0.17 | 0.06 |
| CONTRACT MAINTENANCE | 39,190.97 | 32,139.44 | 21.94% | 247,679.12 | 266,954.89 | -7.22% | 506,440 | \$ (258,761) | 0.33 | 0.24 |
| CUSTODIAL SERVICES | 8,320.00 | - | 0.00% | 29,200.00 | 30,921.00 | -5.57% | 66,557 | \$ (37,357) | 0.07 | 0.03 |
| CONTRACTUAL SERVICES | 59,246.67 | 27,637.66 | 114.37% | 240,290.49 | 198,200.18 | 21.24% | 400,000 | \$ (159,710) | 0.49 | 0.24 |
| UTILITIES--TELEPHONE | 874.11 | 600.40 | 45.59% | 3,104.37 | 4,328.87 | -28.29% | 8,026 | \$ (4,921) | 0.01 | 0.00 |
| UTILITIES--ELECTRIC | 703.91 | 6,119.70 | -88.50% | 30,779.61 | 40,149.49 | -23.34% | 73,249 | \$ (42,470) | 0.01 | 0.03 |
| UTILITIES--WATER & SEWAGE | 2,035.28 | 997.35 | 104.07% | 18,806.18 | 23,922.47 | -21.39% | 49,346 | \$ (30,540) | 0.02 | 0.02 |
| UTILITIES--GAS HEAT | 564.86 | 1,010.09 | -44.08% | 33,122.89 | 32,964.95 | 0.48% | 75,000 | \$ (41,877) | 0.00 | 0.03 |
| ADVERTISING & PROMOTION | 11,776.83 | 2,453.71 | 379.96% | 45,266.11 | 55,430.27 | -18.34% | 120,000 | \$ (74,734) | 0.10 | 0.04 |
| EXTERIOR ADVERTISING | - | - | 0.00% | 9,029.58 | 18,363.29 | -50.83% | 45,000 | \$ (35,970) | 0.00 | 0.01 |
| PRINTING | - | - | 0.00% | 853.53 | 5,685.08 | -84.99% | 20,000 | \$ (19,146) | 0.00 | 0.00 |
| ADVERTISING FEES | 12.06 | - | 0.00% | 348.03 | 2,573.83 | -86.48% | 5,540 | \$ (5,192) | 0.00 | 0.00 |
| DUES & SUBSCRIPTIONS | 2,039.99 | - | 0.00% | 28,719.72 | 21,084.95 | 36.21% | 45,385 | \$ (16,666) | 0.02 | 0.03 |
| TRAVEL & MEETINGS | 7,128.38 | 247.81 | 2776.55% | 38,722.16 | 3,854.18 | 904.68% | 87,213 | \$ (48,491) | 0.06 | 0.04 |
| PREMIUM PL & PD INSURANCE | 38,761.97 | 17,706.76 | 118.91% | 272,039.54 | 123,947.30 | 119.48% | 650,000 | \$ (377,960) | 0.32 | 0.27 |
| PAYOUTS--PL & PD INS. | 12,000.00 | 8,000.00 | 50.00% | 69,333.32 | 56,000.00 | 23.81% | 103,320 | \$ (33,987) | 0.10 | 0.07 |
| RECOVERY/PHYSICAL DAMAGE | (163.99) | (9,010.07) | -98.18% | (31,601.15) | (9,260.06) | 241.26% | - | \$ (31,601) | 0.00 | -0.03 |
| OTHER CORPORATE INS. | - | 8,043.99 | -100.00% | 45,011.00 | 56,307.93 | -20.06% | 106,422 | \$ (61,411) | 0.00 | 0.04 |
| VEHICLE REGISTRATION | - | 15.00 | -100.00% | - | 15.00 | -100.00% | 750 | \$ (750) | 0.00 | 0.00 |
| INTEREST--SHORT TERM | - | - | 0.00% | - | 345.03 | -100.00% | - | \$ - | 0.00 | 0.00 |
| BAD DEBT EXPENSE | - | - | 0.00% | 18,195.27 | - | 0.00% | 800 | \$ 17,395 | 0.00 | 0.02 |
| MISCELLANEOUS EXPENSE | 1,215.08 | 1,093.30 | 11.14% | 4,687.59 | 11,315.24 | -58.57% | - | \$ 4,688 | 0.01 | 0.00 |
| ACA TAXES & FEES | - | - | 0.00% | - | - | 0.00% | - | \$ - | 0.00 | 0.00 |
| CASH (OVER)/SHORT | - | - | 0.00% | - | (316.14) | -100.00% | - | \$ - | 0.00 | 0.00 |
| | 204,684.12 | 97,055.14 | 110.89% | 1,167,802.36 | 994,440.89 | 17.43% | 2,513,049 | \$ (1,345,247) | | |

| | | | | | | | | | | |
|-----------------------|---------------|-----------------|---------|-----------------|-----------------|-------|---------------|----------------|------|------|
| TOTAL EXPENSES | \$ 865,078.95 | \$ 1,290,351.61 | -32.96% | \$ 8,439,381.47 | \$ 8,209,572.51 | 2.80% | \$ 16,440,604 | \$ (8,001,222) | 7.18 | 8.27 |
|-----------------------|---------------|-----------------|---------|-----------------|-----------------|-------|---------------|----------------|------|------|

| OTHER INCOME | Jul-23 | Jul-22 | %DIFF/MO | YTD2023 | YTD2022 | %DIFF | BUDGETED |
|--------------------------------|-----------------|---------------|----------|-----------------|-----------------|---------|---------------|
| COUNTY PROPERTY TAX | \$ 273,713.51 | \$ 247,645.00 | 10.53% | \$ 2,139,537.24 | \$ 1,733,515.00 | 23.42% | \$ 3,254,501 |
| LOCAL INCOME TAX | 64,385.17 | 58,069.67 | 10.88% | 519,793.50 | 427,137.69 | 21.69% | 772,697 |
| STATE OPERATING GRANT | 4,353,657.00 | - | 0.00% | 4,353,657.00 | 2,939,142.00 | 48.13% | 4,353,657 |
| FEDERAL OPERATING GRANT | - | - | 0.00% | - | - | 0.00% | 5,302,721 |
| CARES ACT OPERATING GRANT | - | - | 0.00% | 372,304.00 | 3,173,285.00 | -88.27% | - |
| FAMILIES FIRST COVID-19 TAX CR | - | - | 0.00% | - | - | 0.00% | - |
| ALTERNATIVE FUEL TAX CREDIT | - | - | 0.00% | 195,028.50 | - | 0.00% | - |
| FEDERAL PLANNING GRANT | - | - | 0.00% | 69,028.00 | - | 0.00% | - |
| STATE/LOCAL CONTRIBUTION | - | - | 0.00% | - | - | 0.00% | - |
| TOTAL OTHER INCOME | \$ 4,691,755.68 | \$ 305,714.67 | 1434.68% | \$ 7,649,348.24 | \$ 8,273,079.69 | -7.54% | \$ 13,683,576 |

| OTHER EXPENSES | Jul-23 | Jul-22 | YTD2023 | YTD2022 |
|-----------------------------|---------------|---------------|-----------------|-----------------|
| (GAIN)/LOSS--ASSET DISPOSAL | \$ - | \$ - | \$ - | \$ - |
| INTERGOVERNMENTAL FUNDS XFE | \$ - | \$ - | \$ - | \$ - |
| DEPRECIATION EXPENSE | 277,875.65 | 280,684.15 | 1,963,560.53 | 2,054,112.59 |
| TOTAL OTHER EXPENSES | \$ 277,875.65 | \$ 280,684.15 | \$ 1,963,560.53 | \$ 2,054,112.59 |

| | | | | | |
|--------------------------|-----------------|-------------------|--|-----------------|---------------|
| NET PROFIT/(LOSS) | \$ 3,745,591.84 | \$ (1,108,705.19) | | \$ (628,439.60) | \$ 342,305.18 |
|--------------------------|-----------------|-------------------|--|-----------------|---------------|

REVENUE COMPARISON

July 2023

| | July 2023 | July 2022 | % DIFF | YTD2023 | YTD2022 | YTD2023 |
|-------------------------------------|----------------------|----------------------|----------------|------------------------|------------------------|----------------|
| NON-CONTRACT REVENUE | | | | | | |
| CASH FARES | \$ 15,382.14 | \$ 19,465.69 | -20.98% | \$ 110,592.26 | \$ 120,333.04 | -8.09% |
| TOKENS | 1,139.50 | 1,920.00 | -40.65% | 10,271.00 | 11,610.50 | -11.54% |
| REGULAR PASS | 9,492.00 | 7,504.00 | 26.49% | 85,940.50 | 86,576.50 | -0.73% |
| DAY PASS | 2,725.00 | 1,810.00 | 50.55% | 20,959.00 | 13,814.00 | 51.72% |
| ELDERLY/DISABLED | 2,611.78 | 1,896.00 | 37.75% | 15,432.00 | 16,103.25 | -4.17% |
| YOUTH PASS | - | - | 0.00% | - | 440.00 | -100.00% |
| TOTAL NON-CONTRACT | \$ 31,350.42 | \$ 32,595.69 | -3.82% | \$ 243,194.76 | \$ 248,877.29 | -2.28% |
| TOTAL WITH ACCESS | \$ 34,431.58 | \$ 36,673.30 | -6.11% | \$ 285,704.68 | \$ 294,991.19 | -3.15% |
| CONTRACT REVENUE | | | | | | |
| CAMPUS | \$ - | \$ - | 0.00% | \$ 1,007,806.94 | \$ 1,055,692.84 | -4.54% |
| IVY TECH | 5,000.00 | - | 0.00% | 5,000.00 | 15,000.00 | -66.67% |
| WLSC | - | - | 0.00% | - | 79,990.90 | -100.00% |
| APARTMENTS | 62,096.17 | 60,986.14 | 1.82% | 474,361.80 | 388,022.63 | 22.25% |
| WABASH NATIONAL | - | - | 0.00% | - | - | 0.00% |
| TRIPPERS | - | - | 0.00% | - | - | 0.00% |
| SUPPLEMENTAL SVC. | - | - | 0.00% | - | - | 0.00% |
| TOTAL CONTRACT | \$ 67,096.17 | \$ 60,986.14 | 10.02% | \$ 1,487,168.74 | \$ 1,538,706.37 | -3.35% |
| AUXILIARY REVENUE | | | | | | |
| EXTERIOR ADVER. | \$ 58,966.04 | \$ 30,286.04 | 94.70% | \$ 148,004.65 | \$ 146,658.68 | 0.92% |
| MISC / CONCESSIONS | 5,259.09 | 21,016.61 | -74.98% | 52,463.42 | 333,356.42 | -84.26% |
| TOTAL AUXILIARY | \$ 64,225.13 | \$ 51,302.65 | 25.19% | \$ 200,468.07 | \$ 480,015.10 | -58.24% |
| INTEREST REVENUE | | | | | | |
| INTEREST | \$ 31,037.88 | \$ 7,653.81 | 305.52% | \$ 151,812.67 | \$ 19,197.93 | 690.78% |
| | \$ 31,037.88 | \$ 7,653.81 | 305.52% | \$ 151,812.67 | \$ 19,197.93 | 690.78% |
| TOTAL REVENUE WITHOUT ACCESS | | | | | | |
| | July 2023 | July 2022 | % DIFF | YTD2023 | YTD2022 | YTD2023 |
| NON-CONTRACT | \$ 31,350.42 | \$ 32,595.69 | -3.82% | \$ 243,194.76 | \$ 248,877.29 | -2.28% |
| CONTRACT | 67,096.17 | 60,986.14 | 10.02% | 1,487,168.74 | 1,538,706.37 | -3.35% |
| AUXILIARY | 64,225.13 | 51,302.65 | 25.19% | 200,468.07 | 480,015.10 | -58.24% |
| INTEREST | 31,037.88 | 7,653.81 | 305.52% | 151,812.67 | 19,197.93 | 690.78% |
| | \$ 193,709.60 | \$ 152,538.29 | 26.99% | \$ 2,082,644.24 | \$ 2,286,796.69 | -8.93% |
| TOTAL REVENUE WITH ACCESS | | | | | | |
| | July 2023 | July 2022 | % DIFF | YTD2023 | YTD2022 | YTD2023 |
| ALL SOURCES | \$ 193,709.60 | \$ 152,538.29 | 26.99% | \$ 2,082,644.24 | \$ 2,286,796.69 | -8.93% |
| ACCESS | 3,081.16 | 4,077.61 | -24.44% | 42,509.92 | 46,113.90 | -7.82% |
| TOTAL REVENUE | \$ 196,790.76 | \$ 156,615.90 | 25.65% | \$ 2,125,154.16 | \$ 2,332,910.59 | -8.91% |

BALANCE SHEET

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

| ASSETS | Dec-22 | Current | LIABILITIES | Dec-22 | Current |
|---|------------------------|------------------------|--|----------------------|----------------------|
| CASH & CASH ITEMS | | | PAYABLES | | |
| CASH IN BANK-GENERAL FUND | 7,166,614.84 | 9,857,068.03 | TRADE PAYABLES | - | - |
| CASH IN PAYROLL ACCOUNT-GEN FD | 103,109.00 | 569,555.30 | ACCOUNTS PAYABLE | 362,691.80 | 600,997.21 |
| LEVY EXCESS FUND | - | - | ACCOUNTS PAYABLE - CNG UTILITIES | 99,180.09 | 172,084.19 |
| WORKING FUNDS | 525.00 | 525.00 | TOTAL PAYABLES | 461,871.89 | 773,081.40 |
| UNITED HEALTHCARE HRA IMPREST-GEN FD | - | - | ACCRUED PAYROLL LIABILITIES | | |
| HEALTHCARE IMPREST-GEN FD | - | - | ACCRUED WAGES PAYABLE | 132,655.00 | 132,655.00 |
| RAINY DAY FUND | 256,256.66 | 256,256.66 | ACCR COMPENSATED ABSENCES PAYABLE | 276,583.24 | 276,583.24 |
| TOTAL CASH & CASH ITEMS | 7,526,505.50 | 10,683,404.99 | DEDUCTIONS-AUTO | - | - |
| RECEIVABLES | | | UNION DUES WITHHELD | 1,008.10 | 1,280.46 |
| ACCOUNTS RECEIVABLE | 95,134.49 | 24,212.23 | DEDUCTION-FICA/MEDICARE EE | - | - |
| SHOP INVENTORY | - | - | DEDUCTION-UNION DUES | - | - |
| A/R - CITY OF LAFAYETTE | - | - | DEDUCTION-WELLNESS | 287.45 | 203.31 |
| CONTRACT RECEIVABLE-PURDUE | 487,156.17 | 1,067,858.86 | DEDUCTION-HEALTH INSURANCE | 58,842.54 | 23,032.34 |
| A/R-TICKET VENDING MACHINE COLLECTIONS | 3,624.00 | 3,527.00 | DEDUCTION-HEALTH INS - COBRA | - | - |
| A/R - OFF-SITE PASS SALES COLLECTIONS | - | - | DEDUCTION - CHARITABLE DONATIONS | - | - |
| ACCTS RECV-EMPLOYEE P/R WASH | - | - | DEDUCTION - LIBERTY NATIONAL | - | 11,251.39 |
| A/R CAPITAL GRANTS-FTA | 89,009.04 | 89,009.04 | DEDUCTION-GARNISHMENTS | - | - |
| A/R OPERATING ASSISTANCE-FTA | 372,304.00 | 372,304.00 | DEDUCTION-UNITED WAY | 370.72 | 580.44 |
| A/R TAX DRAW-COUNTY/LOCAL | - | 273,713.51 | DEDUCTION-CABLE | - | - |
| A/R GRANTS-STATE | - | - | DEDUCTION-PERF EE | 3,518.23 | 895.79 |
| A/R PLANNING ASSISTANCE-FTA | - | - | DEDUCTION-SUPPORT | - | 890.36 |
| A/R OPERATING ASSISTANCE-STATE | - | - | DEDUCTION-INDUS CREDIT UNION | - | - |
| A/R FEDERAL TAX CREDITS | 362,627.00 | 362,627.00 | DEDUCTION-BOSTON MUTUAL | 102.88 | 109.93 |
| PROPERTY TAX RECEIVABLE | 3,128,409.00 | 3,128,409.00 | DEFERRED COMPENSATION | 1,135.25 | 1,172.41 |
| TOTAL RECEIVABLES | 4,538,263.70 | 5,321,660.64 | ACCRUED PERF PAYABLE ER | 13,801.64 | 4,144.05 |
| MATERIALS & SUPPLIES INVENTORY | | | TOTAL PAYROLL LIABILITIES | 488,305.05 | 452,798.72 |
| BUS PARTS INVENTORY | 375,050.61 | 393,817.73 | ACCRUED TAX LIABILITIES | | |
| PARTS INVENTORY-CLEARING ACCT | - | - | FIT TAXES | - | - |
| DIESEL & GASOLINE INVENTORY | 37,164.97 | 37,380.76 | FICA/MEDICARE | 33,144.00 | 26,755.39 |
| OIL, LUBE, ANTIFREEZE INVENTORY | 53,149.46 | 60,308.12 | STATE TAX | - | - |
| TIRES, TUBES, BATTERIES INVENTORY | 4,494.25 | 1,987.25 | STATE UNEMPLOYMENT TAX | - | - |
| FACILITIES PARTS INVENTORY | 30,062.20 | 30,043.27 | COUNTY TAX | - | - |
| TOTAL MATERIALS & SUPPLIES INVENTORY | 499,921.49 | 523,537.13 | TOTAL TAX LIABILITIES | 33,144.00 | 26,755.39 |
| TANGIBLE PROPERTY TRANSIT OPS | | | SHORT TERM DEBT | | |
| REVENUE EQUIPMENT | 26,683,454.68 | 26,821,923.09 | BANK OF AMERICA SHORT-TERM PAYABLE-CNG | - | - |
| SUPPORT VEHICLES | 471,774.93 | 578,732.43 | AUTO INSURANCE PAYOUT LIABILITY | - | (48,320.99) |
| BUILDING & STRUCTURE | 17,213,294.18 | 17,250,932.09 | WORKERMAN COMP INSURANCE PAYOUT LIABILITY | - | - |
| EQUIPMENT SHOP & GARAGE | 489,069.79 | 495,891.08 | HEALTH INSURANCE PAYOUT LIABILITY | - | - |
| REVENUE COLLECTION FAREBOX | 1,729,463.34 | 1,729,463.34 | ACCRUED INTEREST PAYABLE - BANK OF AMERICA-CNG | - | - |
| COMMUNICATIONS EQUIPMENT | 307,624.68 | 313,172.71 | TOTAL SHORT TERM DEBT | - | (48,320.99) |
| OFFICE EQUIPMENT & FURNISHINGS | 296,520.42 | 315,962.01 | OTHER CURRENT LIABILITIES | | |
| CONSTR IN PROGRESS-W LAF | - | - | UNREDEEMED TOKENS | - | - |
| CONSTR IN PROGRESS - MYERS PED BRIDGE PROJECT | - | - | UNREDEEMED REGULAR PASSES | - | - |
| CONSTR IN PROGRESS - LAF | 2,541,127.24 | 3,195,399.08 | UNREDEEMED DAY PASSES | - | - |
| CONSTR IN PROGRESS - SHELTERS | - | - | UNREDEEMED E & D PASSES | - | - |
| LAND | 926,471.26 | 926,471.26 | UNREDEEMED SEMESTER PASSES | - | - |
| TOTAL PROPERTY COST | 50,658,800.52 | 51,627,947.09 | UNREDEEMED LOOP PASSES | - | - |
| ACCUMULATED DEPRECIATION | | | DEFERRED REVENUE-COUNTY/LOCAL | - | - |
| ACC DEPR-REVENUE EQUIPMENT | (12,921,158.07) | (14,309,246.84) | DEFERRED REVENUE-ADVERTISING & PAINTED TRANSIT | - | 9,166.66 |
| ACC DEPR-SUPPORT VEHICLES | (430,590.75) | (447,596.36) | FEDERAL TAX PAYABLE | - | - |
| ACC DEPR-BUILDING & STRUCTURE | (8,244,578.22) | (8,650,303.45) | UNREDEEMED 50 FARESAVERS | - | - |
| ACC DEPR-EQUIPMENT SHOP & GARAGE | (416,499.18) | (449,898.95) | UNREDEEMED PASS STUDENT | - | - |
| ACC DEPR-REVENUE COLLECTION FAREBOX | (1,548,529.48) | (1,584,248.49) | UNREDEEMED REVENUE | - | - |
| ACC DEPR-COMMUNICATIONS EQUIPMENT | (57,598.57) | (98,573.18) | UNREDEEMED TVM CHG/STRD VALUE CARDS | 7,606.00 | 8,055.00 |
| ACC DEPR-OFFICE EQUIPMENT & FURNISHINGS | (159,210.15) | (201,857.68) | NET PENSION LIABILITY | 3,906,652.00 | 3,906,652.00 |
| ACC DEPR-CONSTR IN PROGRESS-WLAF | - | - | TOTAL OTHER CURRENT LIABILITIES | 3,906,652.00 | 3,906,652.00 |
| ACC DEPR-CONSTR IN PROGRESS-LAF | - | - | LONG-TERM DEBT | | |
| TOTAL ACCUMULATED DEPRECIATION | (23,778,164.42) | (25,741,724.95) | BANK OF AMERICA LONG-TERM PAYABLE-CNG | - | - |
| TOTAL PROPERTY LESS DEPRECIATION | 26,880,636.10 | 25,886,222.14 | TOTAL LONG-TERM DEBT | - | - |
| SPECIAL FUNDS | | | ESTIMATED LIABILITIES | | |
| BONDS & INTEREST CASH ACCT | - | - | FTA EST RES FOR ENCUMBRANCES | - | - |
| INVESTMENTS-BON & INTEREST FUND | - | - | TOTAL ESTIMATED LIABILITIES | - | - |
| BANK OF AMERICA FUNDS - CNG | - | - | DEFERRED CREDITS | | |
| ACA MLR PREMIUM REBATE | - | - | DEFERRED CR - MYERS PED BRIDGE PROJECT | - | - |
| GENERAL FUND CAP-RES 86-12 | - | - | TOTAL DEFERRED CREDITS | - | - |
| BUS AUTO INS CASH FUND | 400,000.00 | 400,000.00 | DEFERRED INFLOWS | | |
| INVEST-SPCL FUNDS-DIR & OFFICE | - | - | DEFERRED INFLOW - EXPECTED AND ACTUAL EXPERIENCE | 14,858.00 | 14,858.00 |
| DIRECTOR & OFFICERS SPEC CASH | 74,870.36 | 74,870.36 | DEFERRED INFLOW - EXPECTED AND ACTUAL INV EARNINGS | - | - |
| ELTF DEDUCTIBLE FUNDS | 15,000.00 | 15,000.00 | DEFERRED INFLOW - PROPORTIONATE SHARE | 100,262.00 | 100,262.00 |
| INVESTMENTS | - | - | DEFERRED INFLOW - ASSUMPTIONS | 167,140.00 | 167,140.00 |
| CUMULATIVE CAPITAL FUND | 1,096,018.24 | 1,321,429.93 | DEFERRED INFLOW FROM PROPERTY TAXES | 3,128,409.00 | 3,128,409.00 |
| CAPITAL IMPROV RESERVE FUND | - | - | TOTAL DEFERRED INFLOWS | 3,410,669.00 | 3,410,669.00 |
| CAPITAL IMPROV INVESTMENTS | - | - | CONTRIBUTIONS | | |
| TOTAL SPECIAL FUNDS | 1,585,888.60 | 1,811,300.29 | INVESTMENTS IN TRANSIT SYS-LAF | 24,682.75 | 24,682.75 |
| OTHER ASSETS | | | FED GOVERN CAP GRANT SEC 3 (5309) | 23,056,883.82 | 23,056,883.82 |
| PRE-PAID INSURANCE | 45,963.42 | 71,849.63 | FED GOVERN CAP GRANT SEC 5 | 2,633,996.56 | 2,633,996.56 |
| PRE-PAID EXPENSES | 74,996.55 | 122,747.79 | FED GOVERN CAP GRANT SEC 9 (5307) | 43,879,641.65 | 44,008,033.65 |
| PRE-PAID HEALTH INSURANCE | - | - | STATE CAP GRANT CONTRIBUTION | 788,343.85 | 788,343.85 |
| TOTAL OTHER ASSETS | 120,959.97 | 194,597.42 | STATE CAP GRANT SEC 9 | 657,682.35 | 657,682.35 |
| DEFERRED OUTFLOWS | | | STATE CAP GRANT SEC 5 | 601,488.98 | 601,488.98 |
| DEFERRED OUTFLOW - PERF EMPLOYER CONTRIBUTIONS | 425,367.00 | 425,367.00 | CONTRIBUTIONS NON GOVERNMENTAL | - | - |
| DEFERRED OUTFLOW - PROPORTIONATE SHARE | 185,471.00 | 185,471.00 | ACCUMULATED EARNINGS/LOSSES | (37,092,454.54) | (34,182,908.53) |
| DEFERRED OUTFLOW - EXPECTED AND ACTUAL EXPERIENCE | 84,242.00 | 84,242.00 | TOTAL CONTRIBUTIONS | 34,550,265.42 | 37,588,203.43 |
| DEFERRED OUTFLOW - EXPECTED AND ACTUAL INV EAR | 482,122.00 | 482,122.00 | TOTAL ASSETS | 42,858,513.36 | 46,127,060.61 |
| DEFERRED OUTFLOW - CHANGE IN ASSUMPTION | 529,136.00 | 529,136.00 | TOTAL LIABILITIES & CONTRIBUTIONS | 42,858,513.36 | 46,127,060.61 |
| TOTAL DEFERRED OUTFLOWS | 1,706,338.00 | 1,706,338.00 | | | |

Jul 2023

EXPENDITURES TO DATE AND REMAINING BUDGET

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

Budget to date 58.3%

| | BUDGET FY2023 | Budget to Date | Expenditures to Date | Expenditures to Date % | Remaining Budget |
|-----------------------------------|--------------------------|---------------------------|---------------------------------|-----------------------------------|-----------------------------|
| PERSONNEL | | | | | |
| Operator Wages | 5,580,833 | 3,255,486 | 3,374,885 | 60.5% | 2,205,948 |
| Administrative Wages | 1,911,253 | 1,114,898 | 833,923 | 43.6% | 1,077,330 |
| Maintenance Wages | 864,809 | 504,472 | 426,236 | 49.3% | 438,572 |
| FICA | 639,302 | 372,926 | 352,601 | 55.2% | 286,701 |
| PERF | 919,258 | 536,234 | 508,309 | 55.3% | 410,949 |
| Life & Health Insurance | 2,173,302 | 1,267,760 | 935,679 | 43.1% | 1,237,623 |
| Unemployment Insurance | 70,000 | 40,833 | 22,590 | 32.3% | 47,410 |
| Work Comp Insurance | 79,439 | 46,339 | 69,257 | 87.2% | 10,182 |
| Uniform Rental and Cleaning | 54,958 | 32,059 | 15,184 | 27.6% | 39,773 |
| Tool Allowance/Fringe Benefits | 51,251 | 29,896 | 72,083 | 140.6% | (20,832) |
| Affordable Care Act Fees | - | - | - | 0.0% | - |
| | 12,344,406 | 7,200,904 | 6,610,749 | 53.6% | 5,733,657 |
| COMMODITIES | | | | | |
| Diesel Fuel | 247,734 | 144,512 | 101,751 | 41.1% | 145,983 |
| Natural Gas Fuel | 563,509 | 328,714 | 258,898 | 45.9% | 304,610 |
| Gasoline | 26,945 | 15,718 | 11,767 | 43.7% | 15,178 |
| Oil & Antifreeze | 47,278 | 27,579 | 23,023 | 48.7% | 24,255 |
| Repair Parts, Revenue Vehicles | 452,600 | 264,017 | 162,793 | 36.0% | 289,807 |
| Repair Parts, Fixed Equipment | 10,000 | 5,833 | 155 | 1.5% | 9,845 |
| Tires and Batteries | 13,621 | 7,946 | 7,093 | 52.1% | 6,528 |
| Cleaning Supplies | 26,789 | 15,627 | 12,561 | 46.9% | 14,228 |
| Building Materials | 7,500 | 4,375 | 12,493 | 166.6% | (4,993) |
| Postage & Freight | 5,500 | 3,208 | 4,381 | 79.6% | 1,119 |
| Office Supplies | 20,000 | 11,667 | 13,714 | 68.6% | 6,286 |
| Other Materials, General Business | 121,672 | 70,975 | 50,920 | 41.9% | 70,751 |
| Other Materials, Billable | 30,000 | 17,500 | 149 | 0.5% | 29,851 |
| Other Materials, Maintenance | 10,000 | 5,833 | 1,132 | 11.3% | 8,868 |
| | 1,583,149 | 923,503 | 660,831 | 41.7% | 922,318 |
| SERVICES & CHARGES | | | | | |
| Attorney & Audit | 150,000 | 87,500 | 64,215 | 42.8% | 85,785 |
| Contract Maintenance | 506,440 | 295,423 | 247,679 | 48.9% | 258,761 |
| Custodial Services | 66,557 | 38,825 | 29,200 | 43.9% | 37,357 |
| Contractual Services | 400,000 | 233,333 | 240,290 | 60.1% | 159,710 |
| Utilities, Telephone | 8,026 | 4,682 | 3,104 | 38.7% | 4,921 |
| Utility Expense, Electric | 73,249 | 42,729 | 30,780 | 42.0% | 42,470 |
| Utility Expense, Water & Sewage | 49,346 | 28,785 | 18,806 | 38.1% | 30,540 |
| Utilities, Natural Gas Heat | 75,000 | 43,750 | 33,123 | 44.2% | 41,877 |
| Advertising & Promotions | 120,000 | 70,000 | 45,266 | 37.7% | 74,734 |
| Exterior Advertising | 45,000 | 26,250 | 9,030 | 20.1% | 35,970 |
| Printing | 20,000 | 11,667 | 854 | 4.3% | 19,146 |
| Advertising Fees (Legal Ads) | 5,540 | 3,232 | 348 | 6.3% | 5,192 |
| Dues & Subscriptions | 45,385 | 26,475 | 28,720 | 63.3% | 16,666 |
| Travel & Meeting Expenses | 87,213 | 50,874 | 38,722 | 44.4% | 48,491 |
| Premium on PL & PD | 650,000 | 379,167 | 272,040 | 41.9% | 377,960 |
| Payouts PL & PD | 103,320 | 60,270 | 69,333 | 67.1% | 33,987 |
| Recovery/physical Damage | | - | (31,601) | 0.0% | 31,601 |
| Other Corporate Ins | 106,422 | 62,079 | 45,011 | 42.3% | 61,411 |
| Vehicle Registration | 750 | 438 | - | 0.0% | 750 |
| Interest - Short Term | - | - | - | 0.0% | - |
| Bad Debt Expense | 800 | 467 | 18,195 | 2274.4% | (17,395) |
| Misc. Expense | | - | 4,688 | 0.0% | (4,688) |
| Cash (over)/short | | - | - | 0.0% | - |
| | 2,513,049 | 1,465,945 | 1,167,802 | 46.5% | 1,345,247 |
| TOTAL OPERATING EXPENSES | 16,440,604 | 9,590,352 | 8,439,381 | 51.3% | 8,001,222 |

July 2023

| Route | RouteName | Passengers | Total Miles | Total Hours | P/Mi | %DIFF FROM 22 | P/Hrs | %DIFF FROM 22 |
|-------------------------------|------------------|----------------|-------------------|-----------------|-------------|---------------|--------------|---------------|
| 1A | Market Square | 17,539 | 13,602.05 | 1,022.43 | 1.29 | 13.66% | 17.15 | -6.92% |
| 1B | Salisbury | 25,330 | 9,720.32 | 752.21 | 2.61 | 43.32% | 33.67 | -8.44% |
| 2A | Schuyler Ave | 6,348 | 3,561.74 | 289.62 | 1.78 | 9.14% | 21.92 | -5.81% |
| 2B | Union St | 5,105 | 3,597.43 | 318.94 | 1.42 | 29.81% | 16.01 | 3.72% |
| 3 | Lafayette Square | 8,742 | 9,964.36 | 717.08 | 0.88 | 41.90% | 12.19 | 2.51% |
| 4A | Tippecanoe Mall | 12,406 | 6,245.27 | 602.28 | 1.99 | 12.83% | 20.60 | 13.26% |
| 4B | Purdue West | 41,764 | 11,693.50 | 867.68 | 3.57 | 29.45% | 48.13 | 7.52% |
| 5 | Happy Hollow | 4,692 | 3,844.98 | 238.61 | 1.22 | -8.62% | 19.66 | -0.99% |
| 6A | Fourth St | 13,593 | 10,426.27 | 805.03 | 1.30 | 21.81% | 16.89 | 9.91% |
| 6B | South 9th | 2,571 | 4,179.31 | 310.64 | 0.62 | 39.81% | 8.28 | 1.85% |
| 7 | South St | 14,333 | 8,942.94 | 767.78 | 1.60 | 1.70% | 18.67 | -3.22% |
| 8 | Klondike Express | 10,066 | 6,048.45 | 465.94 | 1.66 | 46.59% | 21.60 | -0.33% |
| 9 | Park East | 3,297 | 4,362.40 | 293.29 | 0.76 | 43.38% | 11.24 | -1.69% |
| 10 | Northwestern | 7,134 | 3,983.85 | 308.93 | 1.79 | 18.51% | 23.09 | -1.93% |
| 23 | Connector | 6,509 | 6,096.99 | 500.09 | 1.07 | 14.11% | 13.02 | 12.97% |
| Others | Others | 64 | | | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| Sub Total: | | 179,493 | 106,269.86 | 8,260.55 | 1.69 | 24.20% | 21.73 | 1.13% |
| 13 | Silver Loop | - | - | - | - | - | - | - |
| 15 | Tower Acres | - | - | - | - | - | - | - |
| 17 | Ross Ade | - | - | - | - | - | - | - |
| 28 | Gold Loop | - | - | - | - | - | - | - |
| Sub Total: | | - | - | - | - | - | - | - |
| 21A | Lark & Alight | - | - | - | - | - | - | - |
| 24 | Redpoint | - | - | - | - | - | - | - |
| 35 | Lindberg Express | - | - | - | - | - | - | - |
| Sub Total: | | - | - | - | - | - | - | - |
| MB Total: | | 179,493 | 106,270 | 8,261 | 1.69 | 24.20% | 21.73 | 20.43% |
| DR | ACCESS/FLEX | 2,820 | 14,173 | 1,124 | 0.20 | -0.18% | 2.51 | 3.31% |
| Demand Response Total: | | 2,820 | 14,173 | 1,124 | 0.20 | -0.18% | 2.51 | 3.31% |
| Grand Total: | | 182,313 | 120,443 | 9,385 | 1.51 | 21.87% | 19.43 | 18.96% |

July 2023

| Route | RouteName | Passengers |
|-------------------|------------------|----------------|
| 1A | Market Square | 17,539 |
| 1B | Salisbury | 25,330 |
| 2A | Schuyler Ave | 6,348 |
| 2B | Union St | 5,105 |
| 3 | Lafayette Square | 8,742 |
| 4A | Tippecanoe Mall | 12,406 |
| 4B | Purdue West | 41,764 |
| 5 | Happy Hollow | 4,692 |
| 6A | Fourth St | 13,593 |
| 6B | South 9th | 2,571 |
| 7 | South St | 14,333 |
| 8 | Klondike Express | 10,066 |
| 9 | Park East | 3,297 |
| 10 | Northwestern | 7,134 |
| 23 | Connector | 6,509 |
| Others | Others | 64 |
| Sub Total: | | 179,493 |

| | | |
|-------------------|-------------|----------|
| 13 | Silver Loop | - |
| 15 | Tower Acres | - |
| 17 | Ross Ade | - |
| 28 | Gold Loop | - |
| Sub Total: | | - |

| | | |
|-------------------|------------------|----------|
| 21A | Lark & Alight | - |
| 24 | Redpoint | - |
| 35 | Lindberg Express | - |
| Sub Total: | | - |

| | |
|------------------|----------------|
| MB Total: | 179,493 |
|------------------|----------------|

| | | |
|-------------------------------|--------------|-------|
| DR | ACCESS/FLEX | 2,820 |
| Demand Response Total: | 2,820 | |

| | |
|---------------------|----------------|
| Grand Total: | 182,313 |
|---------------------|----------------|

July 2022

| | RouteName | Passengers |
|-------------------|------------------|-------------------|
| 1A | Market Square | 16,120 |
| 1B | Salisbury | 17,588 |
| 2A | Schuyler Ave | 5,827 |
| 2B | Union St | 3,742 |
| 3 | Lafayette Square | 6,479 |
| 4A | Tippecanoe Mall | 11,199 |
| 4B | Purdue West | 32,141 |
| 5 | Happy Hollow | 4,255 |
| 6A | Fourth St | 12,268 |
| 6B | South 9th | 2,007 |
| 7 | South St | 14,371 |
| 8 | Klondike Express | 8,441 |
| 9 | Park East | 2,285 |
| 10 | Northwestern | 5,690 |
| 23 | Connector | 4,812 |
| Others | Others | 152 |
| Sub Total: | | 147,377.00 |

| | | |
|-------------------|-------------|--|
| 13 | Silver Loop | |
| 15 | Tower Acres | |
| 17 | Ross Ade | |
| 28 | Gold Loop | |
| Sub Total: | | |

| | | |
|-------------------|------------------|--|
| 21A | Lark & Alight | |
| 24 | Redpoint | |
| 35 | Lindberg Express | |
| Sub Total: | | |

| | |
|------------------|----------------|
| MB Total: | 147,377 |
|------------------|----------------|

| | | |
|-------------------------------|--------------|-------|
| DR | ACCESS/FLEX | 2,442 |
| Demand Response Total: | 2,442 | |

| | |
|---------------------|----------------|
| Grand Total: | 149,819 |
|---------------------|----------------|

OPERATIONS REPORT

Jul-23

| | 2023 MONTH | 2022 MONTH | 2023 YTD | 2022 YTD |
|------------|---------------|---------------|-------------|-------------|
| MILES | 120,443 | 115,938 | 1,038,677 | 1,047,524 |
| PAID HOURS | 14,823 | 8,640 | 101,900 | 81,611 |

| | 2023 | 2022 | YTD 2023 | YTD 2022 | % DIFF MO | % DIFF YTD |
|---------------------|------|-------|----------|----------|-----------|------------|
| ACCIDENTS | 1 | 0 | 23 | 21 | #DIV/0! | ▲ 9.52% |
| PER 100,000 MILES | 0.83 | 0.00 | 2.21 | 2.00 | #DIV/0! | ▲ 10.46% |
| PREVENTABLE | 1 | 0 | 14 | 14 | #DIV/0! | ▲ 0.00% |
| PER 100,000 MILES | 0.83 | 0.00 | 1.35 | 1.34 | #DIV/0! | ▲ 0.85% |
| NON-PREVENTABLE | 0 | 0 | 9 | 7 | #DIV/0! | ▲ 28.57% |
| PER 100,000 MILES | 0.00 | 0.00 | 0.87 | 0.67 | #DIV/0! | ▲ 29.67% |
| | | | | | | |
| OVERTIME IN HOURS | 588 | 873 | 17,550 | 14,218 | ▼ -32.65% | ▲ 23.44% |
| % OF OVERTIME HOURS | 4.0% | 10.1% | 17.2% | 17.4% | ▼ -60.74% | ■ -1.14% |

NO PAY HOURS: 102

| ROADCALLS | | | | | | JULY 2023 | | | |
|-----------|----------|-------------------------|--|--------|-----------|---------------|---------|--|--|
| | | | | 23-Jun | 22-Jun | % DIFF | | | |
| | | MECHANICAL | | 6 | 2 | ▲ | 150.00% | | |
| | | OTHER | | 0 | 0 | | #DIV/0! | | |
| | | DELAYS | | 0 | 0 | | #DIV/0! | | |
| | | TOTAL-MONTH | | 6 | 2 | ▲ | 150.00% | | |
| | | TOTAL-YTD | | 26 | 8 | ▼ | 40.63% | | |
| BUS# | LOCATION | PROBLEM | | TIME | DATE | MECH OR OTHER | | | |
| 4010 | | ECM | | | 7/2/2023 | M | | | |
| 5008 | | AIR DRIER | | | 7/6/2023 | M | | | |
| 4004 | | TRANSMISSION FAILED | | | 7/10/2023 | M | | | |
| 8004 | | MULTIPLE MISSFIRE CODES | | | 7/24/2023 | M | | | |
| 4011 | | FIRE SUPPRESSION | | | 7/27/2023 | M | | | |
| 4002 | | COST AIR PRESSURE | | | 7/31/2023 | M | | | |

| DIESEL COST COMPARISON FOR 2023 (CURRENT YEAR VS LAST YEAR) | | | | | | |
|---|--------------------|--------------------|--------------|----------------------|----------------------|----------------------|
| Month | Total Gallons 2023 | Total Gallons 2022 | % Difference | Avg Cost Gallon 2023 | Avg Cost Gallon 2022 | Different per Gallon |
| JAN | 5,492 | 7,117 | ▬ -22.83% | \$3.4600 | \$2.5000 | ▲ \$0.9600 |
| FEB | 7,746 | 7,767 | ▬ -0.27% | \$2.9800 | \$2.8800 | ▬ \$0.1000 |
| MAR | 6,823 | 5,515 | ▬ 23.72% | \$2.6800 | \$2.8800 | ▬ -\$0.2000 |
| APR | 6,283 | 5,049 | ▬ 24.44% | \$2.5900 | \$4.2300 | ▬ -\$1.6400 |
| MAY | 2,918 | 1,988 | ▬ 46.78% | \$2.5980 | \$4.2300 | ▬ -\$1.6320 |
| JUN | 2,629 | 715 | ▲ 267.69% | \$2.5980 | \$4.2300 | ▬ -\$1.6320 |
| JUL | 2,157 | 401 | ▲ 437.91% | \$2.2200 | \$4.2300 | ▬ -\$2.0100 |
| AUG | | | #DIV/0! | | | ▬ \$0.0000 |
| SEP | | | #DIV/0! | | | ▬ \$0.0000 |
| OCT | | | #DIV/0! | | | ▬ \$0.0000 |
| NOV | | | #DIV/0! | | | ▬ \$0.0000 |
| DEC | | | #DIV/0! | | | ▬ \$0.0000 |
| TOTAL | 34,048 | 28,552 | ▬ 19.25% | \$19.1260 | \$25.1800 | ▼ -\$6.0540 |

| CNG ACCESS BUSES | | | |
|------------------|---------------------|---------------------|--------------|
| Month | Total DGE Used 2023 | Total DGE Used 2022 | % Difference |
| JAN | 1,765 | 2,088 | ▼ -15.4693% |
| FEB | 1,775 | 1,677 | ▼ 5.8438% |
| MAR | 2,051 | 2,033 | ▼ 0.8854% |
| APR | 3,527 | 2,096 | ▲ 68.2729% |
| MAY | 2,342 | 1,601 | ▲ 46.2836% |
| JUN | 2,507 | 2,565 | ▼ -2.2612% |
| JUL | 2,230 | 2,260 | ▼ -1.3274% |
| AUG | | | #DIV/0! |
| SEP | | | #DIV/0! |
| OCT | | | #DIV/0! |
| NOV | | | #DIV/0! |
| DEC | | | #DIV/0! |
| TOTAL | 16,197 | 14,320 | ▬ 13.1075% |

| CNG FIXED ROUTES | | | |
|------------------|---------------------|---------------------|--------------|
| Month | Total DGE Used 2023 | Total DGE Used 2022 | % Difference |
| JAN | 34,620 | 32,405 | ▲ 6.8354% |
| FEB | 32,677 | 30,618 | ▲ 6.7248% |
| MAR | 35,239 | 37,560 | ▲ -6.1794% |
| APR | 21,084 | 40,881 | ▼ -48.4259% |
| MAY | 34,780 | 34,659 | ▲ 0.3491% |
| JUN | 28,740 | 35,346 | ▬ -18.6895% |
| JUL | 28,201 | 34,178 | ▬ -17.4879% |
| AUG | | | #DIV/0! |
| SEP | | | #DIV/0! |
| OCT | | | #DIV/0! |
| NOV | | | #DIV/0! |
| DEC | | | #DIV/0! |
| TOTAL | 215,341 | 245,647 | ▲ -12.3372% |