

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE  
REQUEST FOR PROPOSALS (RFP)  
MARKETING SERVICE FOR ADVERTISING SIGNAGE ON TRANSPORTATION FLEET**

North Township Trustee’s Office Dial-A-Ride (Agency) is requesting proposals for marketing services for advertising signage for its fleet of vehicles in accordance with the agency’s advertising policy.

**Agency:**

North Township Trustee’s Office Dial-A-Ride  
5947 Hohman Avenue  
Hammond, IN 46320

**Contact:**

Jerry Siska, Director of Transportation  
5947 Hohman Avenue  
Hammond, IN 46320  
Telephone: (219) 932-2530, ext 342  
Email: siskaj@ntto.net

**Date of Release of RFP:**

Tuesday, October 13, 2015

**Questions Due By:**

Tuesday, October 27, 2015 at 3:00 pm CST

**Submittal Due Date:**

Monday, November 16, 2015 at 12:00 pm CST

**Submittal Location:**

North Township Trustee’s Office  
5947 Hohman Avenue  
Hammond, IN 46320

**Submit to:** Sabrina Bell located upstairs at this location  
Monday-Thursday from 8:30am CST to 4:30pm CST.

**NOTE: The office is not open on Fridays**

**Estimated Date of Award:**

Tuesday, December 1, 2015

**Estimated Date of Contract Start:**

Monday, December 14, 2015

**INTRODUCTION**

North Township Trustee’s Office Dial-A-Ride provides demand response bus services within North Township boundaries. North Township consists of the following communities; East Chicago, Hammond, Highland, Munster and Whiting. The Agency leases all vehicles from the Northwestern Regional Planning Commission (NIRPC) who purchases the vehicles using FTA grant monies.

**PROJECT DESCRIPTION**

North Township Trustee’s Office Dial-A-Ride is a “curb to curb demand response service”.

Transportation services are provided Monday through Friday from 7 am until 5 pm.

The Agency has ten 16-passenger buses in its fleet. The Agency provided approximately 46,000 unlinked passenger trips and travelled nearly 134,000 miles in 2014, with all trips occurring within Agency boundaries.

For a list of all vehicles and their mileage see (**Attachment A**)

For further information regarding the bus services, visit:

<http://www.northtownshiptrustee.com/>

### **SCOPE OF WORK**

CONTRACTOR shall develop and manage all advertising services for the Agency's fleet in a manner that is acceptable to the agency and in strict compliance with the agency's Advertising Policy (**Attachment B**).

Additional services to be provided by the CONTRACTOR shall include, but not be limited to the following:

- Contacting clients
- Marketing and selling vehicle advertising
- Screening advertising for offensive content
- Account management
- Installation and maintenance of all advertising medium
- Production of all advertising medium
- Removing vinyl and wraps in a timely manner
- Executive and administrative management
- Receipt of payment from advertisers
- Preparation of reports of financial and other matters pertaining to the provision of service; and
- Other work as may be necessary to comply with the requirements contained in the contract

### **Specific Requirements:**

1. From the issuance of this contract, the CONTRACTOR shall have exclusive rights to place agency approved exterior and interior advertising upon the Agency's fleet of buses, subject to the terms and conditions set forth in this Agreement. CONTRACTOR must ensure that all advertisements meet standards of the Agency's advertisement policy (**Attachment B**).
2. The Agency reserves the right to use any unsold exterior or interior advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of the agency. Production costs associated with any advertising materials for this purpose is the responsibility of the agency.
3. Space availability for advertising on the Agency's fleet may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles or new bus designs or configurations which do not allow for advertising capability.
4. The CONTRACTOR shall employ its best efforts to develop and make sales of advertising space.
5. The CONTRACTOR shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the CONTRACTOR shall:
  - a. Develop and implement a maintenance, cleaning, repair or replacement program plus a Quality Control Program that insures that the advertising material installed on

Agency vehicles is in good condition at all times. More particularly, the CONTRACTOR will be required to remove, no later than 24 hours from notice given by the Agency, any graffiti on the vinyl not removed during routine cleaning and to make other repairs as necessary to vinyl that are otherwise damaged or defaced. If any vehicle bearing a vinyl that is damaged, defaced or marked with graffiti is not repaired, corrected or removed by the CONTRACTOR within 72 hours after notification to the CONTRACTOR the Agency will remove or repair damage and Contractor shall be required to reimburse the Agency for the full dollar cost to remove or repair any such vinyl advertisement.

- b. Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated materials refer to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.

**Vehicle Access:**

The CONTRACTOR will be allowed reasonable access to the vehicles for the purpose of providing their services. CONTRACTOR shall contact the Agency or its contractors prior to working on the vehicles or property in order to coordinate and schedule all work. The CONTRACTOR will be responsible for all actions of the CONTRACTOR's employees while they are on the Agency's property or one the Agency's contractor's property.

**Exterior Advertisements:**

Prior to the initial installation of vinyl advertisements the Agency will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus or facility in the Agency's operation. These locations will become the standard locations for placement of ads on buses through the term of the Agreement. CONTRACTOR must receive approval from the Agency prior to removing any existing logos, vinyl, or demarcations. CONTRACTOR is responsible for any damages caused by the installation or removal of advertisements or advertisement materials.

**Interior Advertisements:**

Advertising will be permitted on the interior of the buses, on either side of the vehicle. Currently, no advertising exists on the interior of the vehicles. There are channel card mounts on four (4) of the vehicles in the current fleet. Six (6) vehicles do not have said mounts. The CONTRACTOR shall be responsible for any cost associated with the installation of channel card mounts, channel cards, or other industry standard methods of interior advertisements. The CONTRACTOR may install such equipment on the vehicles only with approval from the Agency's Transit Manager. CONTRACTOR is responsible for any damages caused by the installation or removal of advertisements or advertisement materials.

**No Route Specific Advertisements:**

Under no circumstances should advertisements be route specific and the CONTRACTOR shall not represent to potential advertisers that advertising can be route specific. Advertisements may be service specific.

**Self-Promotion:**

The CONTRACTOR will not be allowed to engage in unpaid self-promotion without prior written approval from the Agency.

**North Township Trustee's Office Dial-A-Ride Reservation of Rights/Exclusions:**

Advertising will be permitted on the exterior and interior on all Agency revenue and non-revenue fleet vehicles with the following exceptions:

- No representation or assurance is, or can be made to any vehicle remaining in a specific area or route.

The Agency reserves the right to make changes in the location, time availability, and size of all vehicles.

The ultimate responsibility for tracking the fleet rests with the CONTRACTOR. The Agency, by necessity, must retain the ability to move vehicles to accommodate passenger's needs and maintenance requirements and cannot assign vehicles for advertising purposes. The Agency reserves the right to increase or decrease the number and frequency of routes at any time during contract term. The number of vehicles in the fleet may be modified at which time the Agency reserves the right to renegotiate the contract.

General advertising content guidelines, restrictions on advertising content, and unacceptable products, services, images and content and other items are specified in the Agency Advertising Policy attached as **Attachment B**.

**Vinyl Application and Fully Wrapped Buses:**

Any material extended over the windows must be transparent from the inside, allowing passengers to see out.

**QUESTIONS:**

Questions about the content in this Request for Proposals or about the Agency's transit services must be submitted to the Agency's Director of Transportation no later than Tuesday, October 27, 2015 at 3:00PM CST. The Agency will respond to questions by Friday, October 30, 2015. Questions may be submitted by mail, email, or fax to:

Jerry Siska, Director of Transportation  
5947 Hohman Avenue  
Hammond, IN 46320  
[siskaj@ntto.net](mailto:siskaj@ntto.net)  
(219) 513-8468 (fax)

Answers to questions submitted will be made available to the public on the Agency's website [www.northtownshiptrustee.com](http://www.northtownshiptrustee.com) and by request to one of the address above.

## REQUIREMENTS

- 1) Proven experience in managing advertising accounts for similar sized transportation programs.
- 2) References from other agencies shall be required.
- 3) License to do business in Indiana
- 4) Proof of E-Verify enrollment
- 5) Successful contractor must abide by all FTA procurement policies (**Attachment C**).

## REQUIREMENTS FOR SUBMISSION OF PROPOSALS

Interested parties should submit one (1) original, five (5) copies, and one (1) electronic file version in MS Word or Adobe PDF formatting on a CD or USB flash drive of their proposal, including all forms and required documentation which are due by **12:00 PM (CST), Monday, November 16, 2015 to:**

**North Township Trustee's Office Dial-A-Ride, Jerry Siska, Director of Transportation, 5947 Hohman Avenue, Hammond, IN 46320**

Proposals must be sealed and marked with the words "Advertising Revenue Services RFP". Faxed or emailed proposals will not be accepted.

All firms shall include the following documentation in the proposal package:

### I) Required Forms

- DBE Forms 1,2,3,4
- Form (B) Authorization
- Form (C) Bid Proposal
- Form (D) Federal Lobbying Certification
- Form (E) Statement of Qualifications and Certifications
- Form (F) Client References
- Form (G) Subcontractor References
- Form (H) No Participation Response Form
- Form (I) Suspension and Disbarment Certification
- Form (J) E-Verify

### II) Submittal of proposal document

All information submitted for this proposal document, i.e. prices, brands, product numbers, any exceptions to the terms and conditions of this proposal, and the signature page, must be either typewritten or completed in permanent ink. Proposal received differently than in the manner described above will be rejected.

**Proposals shall be valid for ninety (90) calendar days from proposal due date.**

**Proposals submitted via methods other than those indicated above will not be accepted.**

### Cost of Proposal Preparation:

It is the responsibility of the CONTRACTOR to ensure that proposals are received by the specified date and time. Proposals received after the specific deadline will not be accepted.

**Withdrawal or Modification of Proposals:**

A modification to a proposal already received at the Agency shall be considered only if the modification is requested prior to the date/time for the submittal of final proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Any modification of the proposal or quotation, except a modification resulting from the Agency's request for a "best and final" offer, is subject to the same conditions.

Proposals may be withdrawn by written or fax request received from CONTRACTOR prior to the date/time for the submittal of final proposals. Proposals may be withdrawn in person by a CONTRACTOR or an authorized representative, if the representative's identity is made known and the representative signs a receipt documenting the withdrawal of the proposal.

No CONTRACTOR may withdraw a proposal after the time and date for submittal of final proposals, unless the resulting Contract award is delayed for a period exceeding seventy-five (75) calendar days from the deadline for receipt of proposals. The Agency reserves the right to request that the CONTRACTOR grant an extension to the proposal validity period.

No consideration shall be given by the Agency to a claim of error in a proposal unless written notice of error and supporting evidence of such claim, including cost breakdown sheets, are delivered to the Agency within 48 hours of the opening of proposals. Any review by the Agency of a proposal and/or any review of such a claim of proposal error (including supporting evidence) imposes no duty or liability by the Agency to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the CONTRACTOR.

**Public Disclosure:**

All information contained in the proposal may be subject to public inspection.

**PROPOSAL EVALUATION PROCESS**

The Agency will establish a committee who will assess and evaluate the proposals based on the CONTRACTOR's approach and understanding of the scope of work and the potential revenue to the Agency.

**Evaluation Criteria:**

Proposals will be reviewed for compliance with the requirements of the RFP. Those proposals which are incomplete or those which fail any of the pass fail elements identified below will be rejected. Proposals will also be scored on the clarity and completeness of their submittals. Points will be awarded as described below with the maximum points available being 100.

Final selection and ranking will be based on the following criteria and points:

<b>Criteria</b>	<b>Maximum Evaluation Score</b>
Total Guaranteed Revenue to the Agency over the	30

term of the Agreement	
Proposal meets or exceeds requested information	25
Qualifications and location of key staff to the account	25
References and Experience	20
<b>Total</b>	<b>100</b>

**Evaluation Conference:**

To aid in the evaluation process, after proposal opening, the Agency may require individual CONTRACTORS to appear at a date, time and place determined by the Agency for the purpose of asking and answering questions to determine whether both parties have a full and complete understanding of the nature and scope of project. In no manner shall such action be construed as negotiations or an indication of the Agency's intention to award.

The evaluation committee shall review the proposals, discuss, and rank the proposals according to the evaluation criteria. CONTRACTORS will not be told of their rankings among other CONTRACTORS. The Agency may choose to require BEST AND FINAL OFFERS regarding this RFP. The CONTRACTOR whose proposal is in the best interest of the Agency will be recommended to the North Township Trustee. The Agency may negotiate with any or all CONTRACTORS to arrive at a contract for the performance of the work. The Agency reserves the right to select the CONTRACTOR based on the initial proposals submitted.

Proposals will not be publicly opened and will be kept strictly confidential until Contract is awarded.

**SINGLE PROPOSAL PROCESS**

If only a single proposal is received, the Agency may require the CONTRACTOR provide verification of cost/price reasonableness, which may include but is not limited to: a cost analysis or a price comparison between the proposed price and that of similar items, materials, supplies, and/or services to confirm that the proposal submitted price is fair and reasonable. If requested, the CONTRACTOR shall provide the cost analysis or price comparison within seven (7) calendar days of the date request. The Agency reserves the right to reject or accept the proposal submitted on the basis of verification of price reasonableness.

**AWARD**

The Agency shall evaluate all proposals submitted and determine which proposal submittal is in the best interest of the Agency. The Agency reserves the right to not award to the highest guaranteed revenue. The Agency at its sole discretion reserves the right to accept or reject any and/or all proposals submitted and to waive minor informalities and irregularities to serve the best interest of the Agency. These services are intended to be awarded as one package. The Agency may enter into a contract with the successful Qualifier within ninety (90) calendar days of the closing date or may extend this time frame or exercise the right to reject all proposals.

## Attachment A

<b>ID</b>	<b>Model</b>	<b>Year</b>	<b>Mileage (as of August 27, 2015)</b>
88326 (10)	Ford Starcraft E-450	2005	111,482
13893 (12)	Ford Starcraft E-450	2005	161,117
06638 (14)	Ford E-450	2012	82,640
06640 (15)	Ford E-450	2012	79,650
35617 (16)	Ford Goshen Coach E-450	2012	50,120
35618 (17)	Ford Goshen Coach E-450	2012	51,489
02942 (18)	Ford Elkhart Coach E-450	2015	13,135
02944 (19)	Ford Elkhart Coach E-450	2015	10,516
02947 (20)	Ford Elkhart Coach E-450	2015	6,891
27147 (63) **	Ford Goshen Coach E-450	2011	121,555

## Attachment B

**RESOLUTION NO.2****A RESOLUTION OF THE TRUSTEE AND BOARD OF DIRECTOR'S OF NORTH TOWNSHIP OF LAKE COUNTY, INDIANA, ADOPTING AN ADVERTISING POLICY FOR THE DEMAND RESPONSE BUS SERVICES**

WHEREAS, the North Township Trustee's Office operates a bus services; and

WHEREAS, the primary purpose of the bus services is to provide safe and efficient public transportation services for persons using its buses; and

WHEREAS, the North Township Trustee's office is desirous of permitting certain advertising on the buses in order to generate additional revenue to subsidize the cost of owning and operating the bus systems; and

WHEREAS, as part of its decision to permit certain advertising on the bus services, the North Township Trustee's Office desires to adopt a formal advertising policy; and

WHEREAS, the North Township Trustee's Office intends that the buses constitute non-public forums that are subject to the viewpoint-neutral guidelines set forth in this Resolution; and

WHEREAS, the North Township Trustee's Office has determined to permit certain forms of public service and commercial advertising in or upon the buses; and

WHEREAS, many passengers have limited or no alternatives but to use the North Township Trustee's Dial-A-Ride service for transportation and are a captive audience to advertising therein or thereon; and

WHEREAS, the North Township Trustee's office in establishing its standards for advertising in/on the buses seeks to maximize revenue generated by advertising while simultaneously maximizing ridership by fulfilling its mission to provide safe, courteous and dependable demand response transportation at the most reasonable cost to our community; and

WHEREAS, the North Township Trustee's Office desires to avoid any endorsement, implied or otherwise, or any of the products, services or messages advertised.

NOW, THEREFORE, BE IT RESOLVED by the North Township Trustee's Office that the following procedures and standards shall govern all advertising on all North Township Trustee's Office Dial-A-Ride buses.

**Section 1.** Review by Executive Director. The North Township Trustee and/or Director of Transportation shall review each advertisement submitted for display on the North Township Trustee's Office Dial-A-Ride buses to determine whether or not the advertisement violates the advertising standards set forth in this Resolution. In the event that the North Township Trustee and/or Director of Transportation determines that an advertisement violates the advertising standards set forth in this Resolution then the North Township Trustee and/or Director of Transportation shall send written notification to the advertiser indicating that the advertisement has been rejected and will include a copy of this Resolution and will specify which of the categories the advertisement violations. The North Township Trustee and/or Director of Transportation may at their sole discretion include suggestions for compliance with the standards set forth in this Resolution.

**Section 2. Advertising Standards.** The following types of advertisements are hereby prohibited on the North Township Trustee's Office Dial-A-Ride buses and shall not be displayed or maintained therein or thereon.

a. Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, gender, maternal or parental status, military discharge status, source of income or sexual orientation.

b. Alcohol, tobacco and firearms. The advertisement promotes the sale or use of alcohol, tobacco, firearms or alcohol-, tobacco-, or firearms-related products, including depicting such products. This prohibition on advertising promoting the sale or use of alcohol, tobacco or firearms shall not apply so as to prohibit advertisement by a manufacturer promoting responsibility programs related to the safe and legal use of such products.

c. Profanity. The advertisement contains profane language, i.e., language containing personally reviling epithets naturally tending to provoke violent resentment or language that under contemporary community standards is so grossly offensive to members of the public who actually hear it as to amount to a nuisance.

d. Violence. The advertisement contains an image or description of violence, including, but not limited to: (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement; or (2) the depiction of weapons or other implements or devices used in the advertisement in an act of violence or harm on a person or animal.

e. Unlawful goods, services or conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal goods, services, behavior or activity.

f. Obscenity or nudity. The advertisement contains legally obscene material or depicts nudity or sexual intercourse or other sexual acts. For purposes of these standards, the terms "obscene" or "nudity" shall have the meanings contained in Indiana Code §35-45-4-1 and Indiana Code §35-45-2-2.

g. Prurient sexual suggestiveness. The advertisement contains material that incites, describes, depicts or represents sexual activities or images or descriptions of human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest. The advertisement promotes the sale of pornography, adult telephone or internet services, escort services, nude dance clubs, sensual massage or any other form of adult-oriented entertainment.

h. Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the North Township Trustee's Office or its board of directors, employees or agents of any service, product, or point of view; without prior written authorization of the North Township Trustee.

i. False, misleading, or deceptive speech. The advertisement or any material in it is false, misleading or deceptive.

j. Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or is likely to subject the North Township Trustee's Office to litigation.

k. Disregard for transit safety. Advertising cannot encourage persons to refrain from using safety precautions normally used in transit-related activities (such as awaiting, boarding, riding upon, or debarking) from transit vehicles.

l. Unclear identification of the advertiser. The advertisement is such that (1) the message or sponsorship of the advertisement cannot reasonably be determined without reference to a web site or telephone number that is listed in the advertisement, and (2) that web site prominently contains, or that telephone number directs callers to, material that violates these standards.

m. Non-paid advertising. The North Township Trustee's Office requires all advertising to be contracted according to the pricing set forth in the current published advertising rates. No free advertising of any kind is accepted. Trade agreements (in which, in lieu of cash, the North Township Trustee's Office accepts products or services that are deemed useful to it) may be accepted upon approval.

n. Non-commercial. The subject matter and intent of the advertisement is non-commercial and does not promote for sale, lease or other form of financial benefit a product, services, event or other property interest in primarily a commercial manner for primarily a commercial purpose.

**Section 3. Public Services Announcements.** The North Township Trustee's Office may make advertising space available for public service announcements by governmental entities, academic institutions or nonprofit organizations. Such announcements are subject to the advertising standards set forth in this Resolution and shall not express or advocate opinions or positions upon political, religious or moral issues.

**Section 4. Appeal.** Advertisers may appeal the rejection of advertising to the North Township Trustee's Office by notifying the Trustee, in writing, within 30 days of the rejection. The North Township Trustee's Office will consider the appeal and notify the advertiser of the decision within 10 working days.

**Section 5. Applicability.** These standards apply to all advertising coordinated or sold by the North Township Trustee's Office, any sub-contractor or third party partner. The North Township Trustee's Office by and through its Trustee reserves the right to suspend, modify, or revoke the application of any or all of these standards as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill its goals and objectives.

**Section 6. Severability.** If any portion of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other portion or provision of this Resolution.

**Section 7. Repealer.** All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the resolutions or parts of resolutions are hereby ratified, re-established and confirmed.

**Section 8.** Effective Date. This Resolution shall be in full force and effect from and after its adoption and the procedures required by law.

**Attachment C**  
**FTA Procurement Clauses**

**General Terms and Conditions Associated with FTA Contracts:**

The following general terms and conditions will govern the basic Agreement and are a part thereof.

**1. CONTRACT TERMINATION PROVISIONS:**

The following provisions have been developed by the Northwestern Indiana Regional Planning Commission in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

**Termination for Convenience:** The Commission may terminate this contract in whole or in part, for the Commission's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Commission shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Commission, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

**Termination for Default:** If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Commission may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**Opportunity to Cure:** The Commission in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Commission's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Commission setting forth the nature of said breach or

default, the Commission shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Commission from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## 2. BREACHES AND DISPUTE RESOLUTION:

The following provisions have been developed by the Northwestern Indiana Regional Planning Commission in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

**Disputes:** 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 the Commission's Contracting Officer. 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 Contracting Officer. 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 Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the Commission, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages:** Should either party to the Agreement 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 of damage.

**Remedies:** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission 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.

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

## 3. ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes

of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

**4. FEDERAL CHANGES:**

Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between the Commission and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

**5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

The Commission and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Commission, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. 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.

**6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:**

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

that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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. 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.

#### 7. CIVIL RIGHTS REQUIREMENTS:

**Civil Rights** - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

**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.

**Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 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 statutes, executive orders, regulations, and federal policies that may in the future affect 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 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.

**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.

**Disabilities:** In accordance with section 102 of the Americans 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.

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.

**8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

The contractor 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 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Commission to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Commission. When the Commission has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Commission.

If any of these conditions are not met, the Commission reserves the right to withhold payment until the Commission is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

**9. 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. These requirements are set forth in 42 U.S.C 6321 et . seq. and 49 CFR Part 18.

**10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

**11. SUSPENSION AND DEBARMENT PROVISIONS:**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. 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, (Recipient) may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to (Recipient) 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.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier 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 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
4. 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. 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 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.
7. 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.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**12. LOBBYING:**

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 bid for an award of \$100,000 or more shall file the certification

required by 49 CFR 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, 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 the recipient.

**13. CLEAN WATER REQUIREMENTS:**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.

**14. CLEAN AIR REQUIREMENTS:**

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 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. 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.

## DBE PROGRAM COMPLIANCE

### 49 CFR PART 26

The following Proposal conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these Proposal conditions.

#### REQUIRED CONTRACT CLAUSES (49 CFR 26.13)

##### UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Northwestern Indiana Regional Planning Commission will ensure that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of the Northwestern Indiana Regional Planning Commission that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Proposers shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II) DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III) Contract Goal - If the contractor is not a DBE, then the Proposer/proposer agrees that the DBE goal for this Contract will be met by subcontracts or by joint ventures with DBE's. The goal set forth for this Contract is 7.13% of the final Contract price, including amendments and modifications. The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The contractor shall have met this goal if the contractor's DBE participation meets or exceeds this goal.

In cases where work is added to the contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the —Schedule of DBE Participation or submit additional DBE firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

- IV) Compliance - All Proposers, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Northwestern Indiana Regional Planning Commission. Agreements between a Proposer/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other PROPOSERS/PROPOSERS, are prohibited.
- V) Sub-contract Clauses - All Proposers and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

VI) Acceptable Good Faith Efforts - "Good faith efforts" means efforts to achieve a DBE goal or other requirements of the Northwestern Indiana Regional Planning Commission's DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement. If any Proposer fails to meet the DBE goals for this solicitation, the Proposer shall submit, with the Proposal, proof of good faith efforts, using the guideline listed in Appendix A of 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals.

### **General Instructions**

#### **IMPORTANT! READ CAREFULLY!**

All Proposers/contractors shall complete and submit, with their Proposals, DBE Forms 1, 2, and 3.

Each subcontractor listed on DBE Form 1 shall complete and sign DBE Form 2 and DBE Form 3 as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of Proposal submittal. Northwestern Indiana Regional Planning Commission does not certify DBEs. Please check with your state's DBE office.

Proposers who fail to achieve the contract goal(s) stated in the Proposal document must provide (with the Proposal) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the Proposer as outlined in DBE Form 4.

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Northwestern Indiana Regional Planning Commission, the DBE Officer, Allen Hammond, 6100 Southport Road, Portage, Indiana 46368, 219-763-6060 x141.

***DBE Forms 1, 2, and 3 must be submitted with the Proposal in order to be eligible to receive a contract award. If there are sub-contractors listed, the sub-contractor must fill out DBE Form 3.***

***The Proposer must provide documentation and explanation as to why the DBE goal as was not achieved by filling out DBE Form 4.***

Form P104-2

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (A) –DBE FORM 1**

**NORTH TOWNSHIP TRSUTEE’S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**DBE SCHEDULE OF DBE PARTICIPATION**

Name of Proposer: \_\_\_\_\_

Project: \_\_\_\_\_

Project No.: \_\_\_\_\_

Proposal No: \_\_\_\_\_

Total Proposal Amount: \_\_\_\_\_

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE \_\_\_\_\_\$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

**The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with**

\_\_\_\_\_

Form P104-3

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (A) DBE FORM 2**

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**DBE SUBCONTRACTOR IDENTIFICATION**

(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE \_\_\_\_\_ (Title - Owner,  
President, etc.) and duly authorized representative of \_\_\_\_\_  
(Name of Firm) and I hereby declare and affirm that I am a certified DBE.

\_\_\_\_\_

(signed)

\_\_\_\_\_

(printed)

This firm has current DBE certification from the following agencies and/or state(s):

\_\_\_\_\_  
\_\_\_\_\_

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.

Form P104-4

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE**

**FORM (A) DBE FORM 3**

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_

(Name of General Contractor Proposing)

PROJECT:

*The undersigned intends to perform work in connection with the above project.*

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

\_\_\_\_\_

(Specify in detail, work items or parts thereof to be performed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

at the following price: \$ \_\_\_\_\_.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

_____	_____	_____
(Date)	(Telephone No.)	(Name of DBE Subcontractor)
_____		By: _____
(Firm Address)		(Signature)
_____		Name: _____
(Agency and State)		(Typed)
		Title: _____

Form P104-5

NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE

FORM (A) DBE FORM 4

NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES

DBE UNAVAILABILITY CERTIFICATION

I, \_\_\_\_\_,

of \_\_\_\_\_, certify that on the dates below,

I invited the following DBE Subcontractor(s) to Proposal work items to be performed on XXX

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>ITEMS SOUGHT</u>
_____	-	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted Proposals, which were not the low responsible Proposal:

- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

End of DBE Forms

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (B)**

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**AUTHORIZATION**

By signing below CONTRACTOR accepts terms and conditions listed in the RFP and any addendums. If bidder does not agree to the terms and conditions, CONTRACTOR shall submit a request for clarifications & modifications prior to proposal due date. Failure to follow this procedure may cause the **NORTH TOWNSHIP TRUSTEE’S OFFICE** to award contract to the next highest CONTRACTOR due to the added cost the **NORTH TOWNSHIP TRUSTEE’S OFFICE** may incur due to the change in Terms and Conditions.

**Proposal shall be valid for ninety (90) days from proposal due date.**

CONTRACTOR Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Web Site: \_\_\_\_\_

License Registration Number: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE**

**FORM (C)**

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE ADVERTISING REVENUE SERVICES**

**BID PROPOSAL**

The Proposer, in accordance with this Advertising RFP for providing a transit advertising program has carefully examined the project requirements, and the site of the proposed work, and being familiar with all the conditions surrounding the project, hereby proposes to perform all work required and to provide the Agency with the following minimum revenue from said advertising.

**Annual Cash Revenue Guarantee** (whichever is greater)

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE Bus Revenue Service vehicles**

2015 \$ \_\_\_\_\_ or \_\_\_\_\_ %

2016 \$ \_\_\_\_\_ or \_\_\_\_\_ %

2017 \$ \_\_\_\_\_ or \_\_\_\_\_ %

2018 \$ \_\_\_\_\_ or \_\_\_\_\_ %

2019 \$ \_\_\_\_\_ or \_\_\_\_\_ %

**In Addition for Trade Advertising** (optional) 2015 \$ \_\_\_\_\_

2016 \$ \_\_\_\_\_

2017 \$ \_\_\_\_\_

2018 \$ \_\_\_\_\_

2019 \$ \_\_\_\_\_

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE****FORM (D)****NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES****CERTIFICATION REGARDING LOBBYING**

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 any 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, 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 award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-grants

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, \_\_\_\_\_, certifies

or affirms the truthfulness and accuracy of each statement or it certification and disclosure, if any.

In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A3801, 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: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of \_\_\_\_\_, residing in \_\_\_\_\_

\_\_\_\_\_

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (E)**

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**STATEMENT OF QUALIFICATIONS CERTIFICATIONS**

The undersigned is fully authorized to execute this certification on behalf of the CONTRACTOR and certifies on the CONTRACTORs behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the CONTRACTOR has the financial capability to perform the work which is the subject of this solicitation. The CONTRACTOR further certifies that it knows of no person and/or organization conflicts of interest prohibited under federal, state and local law.

The CONTRACTOR certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the CONTRACTOR agrees to be bound by the same.

CONTRACTOR: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (F)**

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**CLIENT REFERENCES**

Please list at least three client references of similar size and/or type of services, including governmental agencies.

1. Agency/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Term: \_\_\_ years \_\_\_\_,months

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Name of Primary Firm Representative: \_\_\_\_\_

2. Agency/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Term: \_\_\_ years \_\_\_\_,months

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Name of Primary Firm Representative: \_\_\_\_\_

3. Agency/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Term: \_\_\_ years \_\_\_\_,months

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Name of Primary Firm Representative: \_\_\_\_\_

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE**

**FORM (G)**

**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**SUBCONTRACTOR REFERENCES**

Please list at least three subcontractor references that you have worked with in the last year, such as radio stations, ad installers, printers, or other vendors that may be contracted regarding your business practices and payment for services.

1. Agency/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Term: \_\_\_\_ years \_\_\_\_,months

Description of Work: \_\_\_\_\_

Name of Primary Firm Representative: \_\_\_\_\_

2. Agency/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Term: \_\_\_\_ years \_\_\_\_,months

Description of Work: \_\_\_\_\_

Name of Primary Firm Representative: \_\_\_\_\_

3. Agency/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Term: \_\_\_\_ years \_\_\_\_,months

Description of Work: \_\_\_\_\_

Name of Primary Firm Representative: \_\_\_\_\_

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (H)**

**NORTH TOWNSHIP TRUSTEE’S OFFICE BUS ADVERTISING REVENUE SERVICES**

**NO PARTICIPATION RESPONSE FORM**

When submitting a "No Proposal" mail this completed form to the NORTH TOWNSHIP TRUSTEE’S OFFICE, 5947 Hohman Avenue, Hammond, IN 46320.

**Project Title:** NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE Advertising Revenue Services

- Cannot comply with specifications
- Cannot meet delivery requirement
- Does not regularly manufacture or sell the type of commodity involved
- Other (please specify): \_\_\_\_\_

Explanation of reason(s) checked: \_\_\_\_\_

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Check one of the following:

- We do desire to be retained on the mailing list for future procurements of this product.
- We do not desire to be retained on the mailing list for future procurements of this product.

Please state below the firm's Name, Address and Telephone Number:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Type or Print Name and Title

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**NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE****FORM (I)****NORTH TOWNSHIP TRUSTEE'S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES****SUSPENSION AND DISBARMENT CERTIFICATION**

49 CFR Part 29 - Executive Order 12549

**Instructions for Certification**

**1. By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.**

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, NIRPC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to NIRPC 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," "lower tier 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 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier 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 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 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this Proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_ Signature of Proposer's Authorized Official

\_\_\_\_\_ Name and Title of Proposer's Authorized Official

\_\_\_\_\_ Date

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE**

**FORM (J)**

**NORTH TOWNSHIP TRUSTEE’S OFFICE DIAL-A-RIDE BUS ADVERTISING REVENUE SERVICES**

**E-VERIFY**

OWNER/LESSEE affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

OWNER/LESSEE shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. OWNER/LESSEE is not required to participate should the Federal E-Verify program cease to exist. OWNER/LESSEE shall not knowingly employ or contract with an unauthorized alien. OWNER/LESSEE shall not retain an employee or contract with a person that OWNER/LESSEE subsequently learns is an unauthorized alien.

OWNER/LESSEE shall require its subcontractors, who perform work under this contract, to certify to AGENCY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. OWNER/LESSEE agrees to maintain this certification throughout the duration of the term of this agreement with the AGENCY and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The AGENCY may terminate for default if OWNER/LESSEE fails to cure a breach of this provision no later than thirty (30) days after being notified by the AGENCY.

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_