

**FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
REQUEST FOR PROPOSAL
EXTERIOR/ INTERIOR BUS ADVERTISING
RFP: 2-2020**

**“VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES
ON PUBLIC TRANSPORTATION FLEET”**

ISSUE DATE: AUGUST 12, 2020

PROPOSAL DEADLINE: SEPTEMBER 11, 2020 by 12PM(EST)



FORT WAYNE PUBLIC TRANSPORTATION CORPORATION
801 LEESBURG ROAD
FORT WAYNE, INDIANA 46808
WWW.FWCITILINK.COM

Printed Name of Company

Contact Person Name and Phone Number

SUBMIT TO: Tricia Lilly Fort Wayne PTC 801 Leesburg Road Fort Wayne, IN 46808	Fort Wayne PTC Request for Proposal RFP 2-2020	
CONTACT PERSON: Maurice Pearl	Bus Advertising Services for the Fort Wayne Public Transportation Corporation	
TEL: 260.432.4977 FAX: Email: mnp@fwcitilink.com	AN EQUAL OPPORTUNITY EMPLOYER	
TITLE: Bus Advertising Services for the Fort Wayne PTC		SUBMITTAL DEADLINE: September 11, 2020 at 12:00 P.M. (EST)
		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME:	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.	
MAILING ADDRESS:		
CITY – STATE – ZIP:	FORT WAYNE PUBLIC TRANSPORTATION COMPANY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, FORT WAYNE PUBLIC TRANSPORTATION COMPANY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE COMPANY.	
TELEPHONE NO:		
FAX NO:		
E-MAIL:		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.		

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Signature _____ Title _____

Print/Type Name _____ Date _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

GENERAL

Date of issue: August 12, 2020

Proposal due date: September 11, 2020, 12:00 P.M. (EST)

Contracting agency: Fort Wayne Public Transportation Corporation (FWPTC)
801 Leesburg Road
Fort Wayne, Indiana 46808

Funding: This project is financed in part through a grant from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing that grant. The successful proposer and all subcontractors shall be required to comply with all applicable federal, state, and local laws and regulations. Federally required contract clauses are included in Appendix A.

PURPOSE

The purpose of this request for proposal is to select a firm to sell and manage the exterior/interior bus advertising program for the Fort Wayne Public Transportation Corporation (FWPTC).

The Fort Wayne Public Transportation Corporation is responsible for the provision of public transit services within the Fort Wayne city limits. The FWPTC operates two services, fixed route bus service and Access specialized van service for persons with disabilities. Fort Wayne home to diversified industry and a service center to northeast Indiana.

FWPTC fixed route service is currently provided using a fleet of 47 fixed route transit buses and employs approximately 100 personnel. The weekday peak vehicle requirement is 28 vehicles for fixed route service. The 28 peak vehicles operate year-round. The Saturday peak vehicle requirement is 17 vehicles. The FWPTC currently does not offer fixed route service on Sundays. Fixed route service carried about 1.7 million annual passengers in fiscal year 2019. Paratransit service operates 14 peak vehicles on most weekdays, three (5) on Saturday.

IDENTIFICATION REQUIREMENTS FOR PROPOSALS

Proposals must be received at the above address by 12:00 P.M. (EST), September 11, 2020 and shall be enclosed in a package or envelope with the name of the proposer and bearing the following caption:

Fort Wayne Public Transportation Corporation
Attn: **Tricia Lilly**
801 Leesburg Road
Fort Wayne, IN 46808

Proposal for Exterior/Interior Bus Advertising
Proposal Opening Date: September 11, 2020, 12:00 P.M. (EST)

REQUESTS FOR INFORMATION, DEVIATIONS, APPROVED EQUALS OR EXCEPTIONS

Questions or requests for information, deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by FWPTC, in writing not later than August 21, 2020, 12:00 p.m. (EST). Such requests for information, deviations, approved equals and exceptions shall be emailed to the FWPTC General Manager at mnp@fwcitilink.com delivered by mail, courier, or hand-delivered. Questions regarding the RFP, Scope of Work, or requests for additional information must be received by FWPTC, in writing, not later than August 21, 2020. Any revisions or additions to the RFP document will be made only by addendum with a notification posted on Citilink's website. If formal requests for deviations, approved equals, or exceptions are not received in writing by August 28, 2020, 12:00 p.m. (EST), submitted proposals will be interpreted to comply with, and meet exactly, each and every FWPTC specification or element in the RFP and scope of work.

Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Vendors must submit, with their quote(s), the manufacturer's standard published literature, and specification sheets. Literature submitted should be adequate to determine compliance with all relevant specifications contained in the Request for Proposal (RFP). If vendor does not submit literature with the quote, or if such literature is inadequate to verify compliance with specification requirements, then the bid will not be in compliance with the RFP and will be categorized as non-responsive.

BID SAMPLES

DO NOT send samples unless requested. Samples of items, when called for, must be furnished free of charge and will be returned at the request and expense of the bidder. Samples must be labeled with the bidder's name, bid title, manufacturer's brand name and numbers.

ADDENDUM

Should an addition or correction become necessary after the RFP is issued, an addendum relating the necessary information will be posted on the Citilink website under this solicitation. All such addenda shall become a part of the contract.

RIGHTS OF REJECTION

The FWPTC reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason.

RESPONSIVE PROPOSERS

The FWPTC General Manager shall determine if each proposer is responsive. The responsiveness of each proposal shall be determined by its conformance to the technical scope of work and legal requirements of the RFP. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed non-responsive, and accordingly rejected.

RESPONSIBLE PROPOSERS

Responsible proposers are those prospective contractors who, at a minimum, show that the firm:

- Has adequate financial resources, as required during performance of the Agreement.
- Has a satisfactory record of past performance in similar projects.
- Has the necessary organization, facilities, personnel, capability and expertise to perform the tasks expected for this project.
- Is not on the U.S. Comptroller General's list of ineligible contractors or has not been debarred or suspended as discussed in the Debarment and Suspension Certification in Appendix A of this RFP document.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations. FWPTC shall determine whether or not the evidence submitted is satisfactory. FWPTC will make awards only when such evidence is deemed satisfactory, and reserves the right to reject proposals where evidence submitted is determined to be fraudulent, or evaluation and investigation indicates inability of the proposer to perform.

The FWPTC General Manager shall determine if each proposer is responsible. FWPTC shall award contracts only to responsible proposers who possess the potential to perform successfully under the terms and conditions of the Request for Proposals. Consideration shall be given to such matters as proposer integrity, record of past performance, and accessibility to financial and technical resources. The proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by FWPTC indicates that the proposer is not responsible and FWPTC has doubts about the productive capacity or financial strength of a proposer which cannot be resolved affirmatively, a determination that the proposer is non-responsible shall be rendered.

BASIS OF EVALUATION AND CONTRACT AWARD

A contract shall be awarded to the responsible proposer whose proposal is most advantageous to the FWPTC, with revenue and other factors considered.

Proposals shall be scored by an evaluation committee consisting of FWPTC staff based on the following criteria and point values:

<u>Criteria</u>	<u>Point value</u>
1. Payment proposal including but not limited to minimum annual guarantee, percentage rate on sales above the guarantee, and payment terms.	50
2. Qualifications and transit advertising experience of the propose.	25
3. Proposed approach, method, and financial capacity for accomplishing scope of work.	25

After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top-rated proposals may be asked to make an oral presentation and demonstration to the evaluation team for the purpose of further clarification and evaluation of the proposals.

If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Citilink that the offer is firm and final.

The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.

After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.

Citilink reserves the right to reject any and all proposals received for any reason that would be to the benefit of Citilink.

All proposals submitted are to be valid for a period of ninety (90) days.

INDEMNIFICATION

The selected firm shall indemnify and hold harmless the Fort Wayne Public Transportation Corporation, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the consultant's acts or omissions, including acts or omissions of its employees, servants, and agents. The FWPTC will give prompt notice of any suits or claims instituted and will give all needed information to the consultant for defending itself through counsel.

WITHDRAWING PROPOSALS

After proposals are opened by FWPTC, the proposer may not withdraw proposals for sixty (60) calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written or written electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written or written electronic notices shall be received in the FWPTC's General Offices no later than the exact date/time for proposal opening. A written electronic modification or withdrawal received in the FWPTC General Manager's office no later than the date/time set for proposal opening shall be considered if receipt of such message is confirmed.

COMMUNICATIONS WITH PROPOSERS

Communications with proposers and potential proposers after the RFP is issued will not be permitted.

ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the proposer's own risk and he/she cannot secure relief on the plea of errors. In case of error in the extension of price in the proposal, the unit price shall govern.

FINANCIAL STATEMENTS

Proposers may be requested to submit financial statements to demonstrate that the proposer is financially responsible to receive the award.

PAYMENT

Please allow 30 days **after** the receipt of the merchandise and invoice.

BILLING

Citilink will bill on the 1st of each month for advertising revenue. A 18% annual interest charge or 1.5% monthly charge will be added for any past due payments after 60 days.

TAXES

FWPTC is exempt from payment of federal, state, and local taxes. As such, taxes shall not be included in proposal prices. FWPTC shall furnish the necessary tax exemption certificates.

ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of FWPTC.

DISPUTES

Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, in any forum other than the state and federal courts sitting in Allen county, Indiana, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each party agrees that a final judgement in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law.

PROTEST PROCEDURES

Protests may be made by prospective proposers or proposers whose direct economic interests would be affected by the award of a contract or by failure to award a contract. FWPTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to the Fort Wayne Public Transportation Corporation, 801 Leesburg Road, Fort Wayne, Indiana, 46808. Protest submissions shall be concise, logically arranged, and clearly state the grounds for the protest. Protests alleging restrictive specifications, scope of work, or improprieties which are apparent prior to proposal opening must be submitted in writing to the FWPTC General Manager and must be received seven (7) days prior to proposal opening or closing date for receipt of proposals. Protests against the making of an award must be submitted in writing to the FWPTC General Manager within seven (7) days following the proposal award.

PROJECT SCHEDULE

The following is the tentative schedule for this project:

Issue Requests for Proposals August 12, 2020

Questions due to FWPTC August 21, 2020

Reponses to questions from FWPTC August 28, 2020

Proposals due September 11, 2020

Review proposals September 14 through ~ September 18, 2020

Selection of firm On or after October 1, 2020

Contract execution October 8, 2020

Project startup October 12, 2020

BACKGROUND

A. INTRODUCTION

It is the intent of the Fort Wayne Public Transportation Corporation (FWPTC) to select a bus advertising contractor to provide professional advertising sales and service on the interiors and exteriors of transit buses and paratransit vehicles. It is further the intent of FWPTC to maximize the revenue received from such advertising. Proposals will be evaluated based on the professional qualifications, experience, and proposed methodology for accomplishing the work, and the amount of revenue proposed to be provided from the advertising contract.

The current fleet of fixed route and paratransit vehicles is shown in the table on the following page.

FWPTC will continually be undertaking fleet replacement during the life of the contract for this project. FWPTC will work the selected contractor to identify replacement dates of vehicles at least 6-12 months in advance of the actual replacement date.

Exhibit A to this Request for Proposal includes relevant statistics pertaining to FWPTC operations. Included in this exhibit are:

1. Vehicle Assignment Record
2. Annual Ridership History

Exhibit B to this Request for Proposal contains gross sales for bus advertising over the period 2014-2019. Gross sales mean the total sales excluding commission for the advertising contractor. Cost of sign production is not included in the gross sales figures.

Any additional background information can be obtained by contacting Maurice Pearl, General Manager, at mnp@fwcitilink.com prior to the due date for questions.

B. SCOPE OF WORK

FWPTC desires to enter into a three-year contract commencing on or about October 1, 2020 and expiring October 1, 2023. In addition, the successful proposer could be offered up to two (2) additional one-year renewal options, not to exceed a total contract of five (5) years at the sole discretion of FWPTC.

The proposer will be expected to provide and adhere to the following:

1. All professional services necessary to sell exterior and interior bus advertising. Such services shall be provided in a reputable manner to ensure the highest quality.
4. Production services for all signs.
5. Durable exterior advertising signs produced on pressure-sensitive, self-adhering vinyl, or

comparable material, which directly adheres to the body of the bus produced in a process subject to the approval of FWPTC. Durable interior advertising signs produced in card format which are then displayed in standard interior card frames. Such vinyl or comparable material shall be easily and efficiently removed from buses without significant damage to paint or the body of the bus.

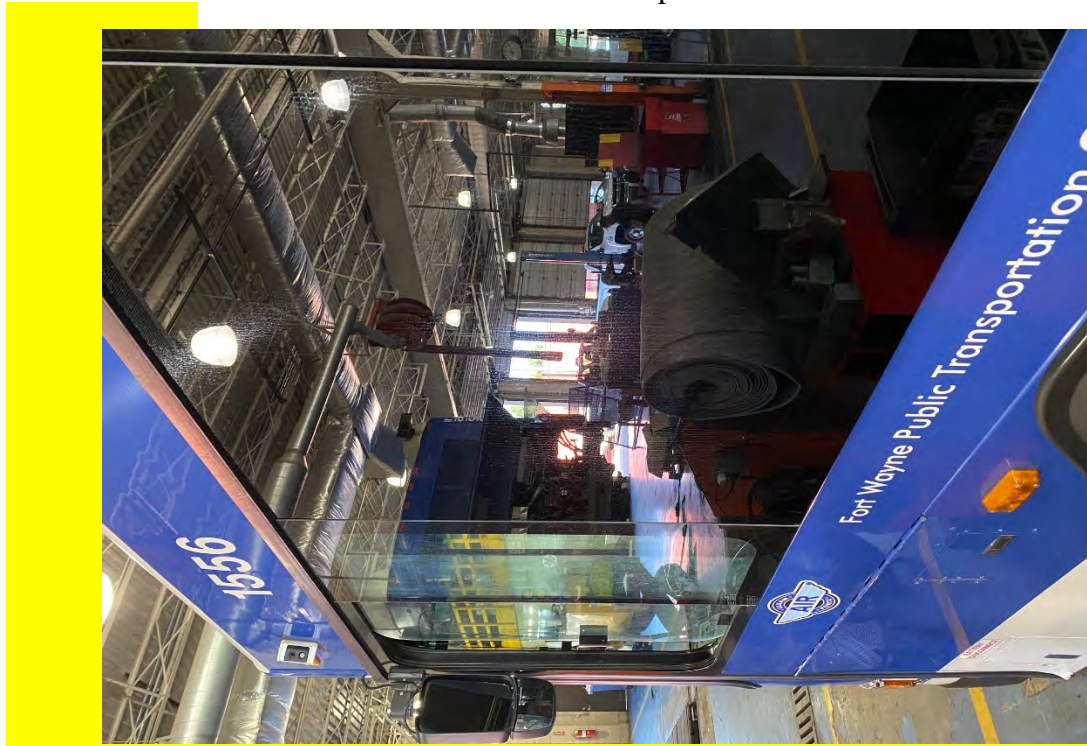
6. Full or partial bus wraps are permitted with the advance approval of the FWPTC. The proposer is highly suggested to contract with a DBE to produce the advertising wrap and also fully install all full bus wraps. Wraps shall not obscure or impede vision of the vehicle driver or impose any safety hazard to the safe operation or use of the vehicle. Wraps will not cover more than 50% of the entire window area. Removal of wraps would be done by the proposer or subcontractor. The advertising wrap shall be produced on 3M material or approved equal that can be easily and efficiently removed without significant damage to the exterior bus paint, windows, doors, roof, or body. Any significant damage to the bus paint, windows, doors, roof, or body caused by the advertising wrap and/or its removal shall be repaired at the expense of the proposer.
7. Trade agreements where any bus advertising is provided to an advertiser in exchange for the trade of services with FWPTC is subject to the advance approval of FWPTC. FWPTC reserves the right to reject any trade proposals. Trade agreement revenue shall not be included for calculation of the minimum annual guarantee.
8. A record and reporting system to substantiate billings, sales, commissions and payments to FWPTC to be provided at least on a quarterly basis that matches FWPTC's fiscal quarters which are January through March (1st quarter), April through June (2nd quarter), July through September (3rd quarter), and October through December (4th quarter). Payment and sales reports shall be provided to FWPTC for the previous quarter not later than 30 days following the end of each quarter. The selected contractor shall provide a complete copy of each advertising contract to the FWPTC Controller within 30 days of execution for every advertiser advertising on FWPTC vehicles.
9. Services in strict compliance with all applicable laws and statutes of the United States, the State of Indiana, Ordinances and regulations of the City of Fort Wayne.
10. To acknowledge full liability and responsibility for any claim for damages resulting out of the services performed under this agreement.
11. Provision of public liability insurance for personal injury/death resulting out of the exercise of the rights and privileges granted by FWPTC in the minimum sum of one hundred thousand dollars (\$100,000) per person and five hundred thousand dollars (\$500,000) for two or more persons in connection with any single occurrence and property damage liability insurance in the minimum of one hundred thousand dollars (\$100,000). Further, the contractor must carry statutory limits of worker's compensation insurance.
12. Provide revenue to FWPTC in accordance with payment terms included within the executed contract for this project.
13. To acknowledge full liability and responsibility for any significant damages resulting to FWPTC vehicles when bus wraps or pressure sensitive vinyl advertising is removed. Any significant damage and/or repainting shall be repaired at the expense of the proposer.

14. To fully comply at all times with the FWPTC Advertising Policy which limits all interior and exterior advertising to “commercial transactions.” FWPTC reserves the right to amend the policy at any time at its sole discretion. Proposers shall base their annual minimum guarantee on the assumption that advertising shall not be allowed for all prohibitions noted in the current FWPTC Advertising Policy dated April 9, 2020. A copy of the April 9, 2020 FWPTC Advertising Policy is included in Exhibit C of this RFP document.
15. Any damage to Citilink buses or property during the installation and removal of any advertisements is the successful proposer’s responsibility.
16. Wrap material must be 3M or approved equal, and installed according to or exceeding manufacturer’s specifications. Installation and material must be warranted for two years for a long-term wrap, and one year for a short-term wrap. All wraps must meet the following dimension requirements:
 - It is the responsibility of the vendor to secure accurate measurements for each model of vehicle used in advertising.
17. If the primary vendor cannot perform the job, the secondary vendor will be awarded the job, and any expenses incurred by the primary vendor will be the responsibility of that vendor. Citilink will have one primary contractor and one secondary contractor. Citilink reserves the right to utilize the alternate contractor should the prime contractor not be available to generate and install the wraps within a reasonable time frame.
18. Any revenue vehicle receiving a wrap shall not be down longer than three business days. Should the removal and installation longer than three business days, a 10% penalty per day shall be applied to the vendor for liquidated damages.
19. Any damage to Citilink buses or property during the installation and removal of any advertisements is the successful proposer’s responsibility.
20. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Request for Proposal (RFP) and to notify Citilink if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by 5:00pm (EST), Friday August 14th.

For its part in the agreement, FWPTC will provide to the successful proposer the following:

- 1 Exclusive rights to advertising space on the interior and exterior of approximately 17 FWPTC buses specified in the contract. FWPTC reserves the right to determine location of advertising on buses and to use any unused space for its own advertising use.
2. Use of space on buses including curb side, street side, and rear of the vehicles. For low

floor fixed route buses, FWPTC reserves for its own use the small space immediately behind the side driver window as shown in photo below.



3. Use of the entire vehicle for full bus wraps, entire side of vehicle wraps, and entire rear of vehicle wraps. Wherever advertising material covers Citilink's logo/name or vehicle number, the advertiser shall include the Citilink logo/name and vehicle number in the same approximate location.
4. Use of the bicycle racks for mounting and installation of framed signs by the selected advertising firm at the option and expense of the selected proposer.
5. Use of interior aisle-facing sign displays on fixed route buses only (not including any cutaways used in fixed route service). No interior electronic sign displays will be used in advertising on fixed route or paratransit cutaway vehicles or modified vans.
6. Service and personnel to change, replace and clean standard sized advertising signs. Full bus wraps and wraps that cover rear of the bus shall be installed by selected proposer's personnel or subcontractors at the expense of the selected proposer.
7. Providing prompt oversight and decision-making when questions arise as to whether specific advertising content qualifies as acceptable relative to the FWPTC Advertising Policy.

Advertising sales for specific routes or geographic areas will not be permitted. The FWPTC fleet is assigned to certain routes and/or geographic areas at the sole discretion of the FWPTC. Assigning buses to keep certain signs in certain areas of the city will not be permitted.

C. INSTRUCTIONS FOR PROPOSALS

In general, the proposals should indicate the ability of the proposer to fulfill all of the requirements described in the Scope of Services. In order to facilitate evaluation, it is requested that the proposals conform to the following general format:

1. Company Profile

This section should describe the experience and qualifications of the firm. As a minimum this section should contain:

- A. Name of company, complete address and telephone number.
- B. Location of branch offices.
- C. Location of home office.
- D. Location of office to service this account.
- E. Length of time in transit advertising business.
- F. Percent of minority ownership including women and ethnic minorities of the business entity.
- G. Major accounts added in the past 24 months.
- H. Listing of key agency principals/officers.
- I. Total number of personnel, including indication of number of employees expected to work on this account.
- J. A complete listing of current transit clients for whom the company provides similar service, with contact's name and telephone number.
- K. A statement of financial condition of the company including at least one bank reference and two supplier references, including contact names, address and telephone numbers.
- L. A statement regarding why the company would be most qualified to handle this account, including past experiences in serving transit companies and other public agencies.

2. Project Approach

This section should include a description of how the company will approach and accomplish the sale of advertising and servicing of the FWPTC account. As a minimum it should include the following:

- A. Company official to be assigned to this account.
- B. Supplier(s) that will produce advertising signs.
- C. Proposed methodology for successful accomplishment of the Fort Wayne transit advertising program.

D. Proposed rate card.

E. Sample sales contract.

F. Proposed use of area or national advertising agencies, if any.

G. Suggested method for considering/arranging media trade outs, if any opportunities should arise.

H. Proposed method of transition from existing contractor to new firm (if applicable), including length of time needed to start service to the FWPTC account.

3. Payment Proposal

Each proposer shall clearly state within their payment proposal a minimum guarantee of revenue for each year of the proposed contract including the base contract (three years) and the option years (two years) and estimated annual revenue payable to FWPTC each year (including the minimum annual guarantee).

In addition, the proposer should state the percentage rate on sales above the minimum annual guarantee that it will pay FWPTC. Please specify the basis on which the percentage rate will be applied (gross or net revenue and what expenses are deducted to determine net revenue). Proposers must submit a table showing gross revenue, expenses, and their calculation of the net revenue during the first three (3) years, plus two (2) optional single years of the agreement.

Each proposer shall also discuss the method of payment to be used (i.e. monthly, quarterly, etc.). Proposers shall match the FWPTC fiscal quarters for reporting and payment to FWPTC which are done on a standard calendar year basis.

4. Required Certifications and Affidavits

Each proposer shall include with their proposal fully executed certifications and affidavits as included in Appendix A of this RFP document. These certifications and affidavits include a Lobbying Certification, Debarment and Suspension Certification, E-Verify Affidavit, and Iranian Affidavit.

5. Submittal of Proposals

Cover letter addressed to the General Manager and the Board of Directors that states the Offeror's understanding of the services to be provided. Include a description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project. Include a detailed description of any work that is being completed by a subcontractor. Also, include any additional information believed necessary that is not requested elsewhere in the RFP.

Proposals will be received by FWPTC until the date and time indicated. No late submittals will be accepted.

Each proposal package shall be submitted in a sealed envelope. The proposal opening date, and title shall be clearly indicated on the outside of the sealed envelope.

Failure to submit the required information may render the proposal as non-responsive.

FWPTC shall not be responsible for any costs incurred by any proposer in submittal of proposals, and/or any subsequent information requested herein.

Vehicle Assignment Record

Bus Type Code	Typical Type of Buses	Bus Length
A	Gillig Conventional Low Floor	35'
B	Gillig Conventional Low Floor	40'
C	Gillig Hybrid	35'
D	Gillig Hybrid	40'
E	Glavel / Chevy 4500	26'
F	Champion / Chevy 4500	26'
G	Elkhart Coach/ Ford E-350	26'

Bus Number	Bus Type	Service type
0226	A	Fixed Route
0227	A	Fixed Route
0228	A	Fixed Route
0629	A	Fixed Route
0630	A	Fixed Route
0831	A	Fixed Route
0832	A	Fixed Route
0833	A	Fixed Route
0834	A	Fixed Route
0835	A	Fixed Route
0836	A	Fixed Route
1040	C	Fixed Route
1041	C	Fixed Route
1042	C	Fixed Route
1043	C	Fixed Route
1044	C	Fixed Route
1045	C	Fixed Route
1046	C	Fixed Route
1247	C	Fixed Route
1248	C	Fixed Route
1349	C	Fixed Route
1350	C	Fixed Route
1351	C	Fixed Route
1352	C	Fixed Route
1353	C	Fixed Route
1554	D	Fixed Route
1555	D	Fixed Route
1556	D	Fixed Route
1557	D	Fixed Route
1658	D	Fixed Route
1759	D	Fixed Route
1876	D	Fixed Route
1877	D	Fixed Route

Bus Number	Bus Type	Service Type
1982	B	Fixed Route
1983	B	Fixed Route
1090	E	Fixed Route
1193	E	Fixed Route
1267	E	Fixed Route
1472	E	Fixed Route
1574	F	Fixed Route
1575	F	Fixed Route
1997	G	Fixed Route
0984	E	Paratransit
0986	E	Paratransit
0987	E	Paratransit
1192	E	Paratransit
1261	E	Paratransit
1262	E	Paratransit
1263	E	Paratransit
1264	E	Paratransit
1265	E	Paratransit
1266	E	Paratransit
1468	E	Paratransit
1469	E	Paratransit
1470	E	Paratransit
1573	E	Paratransit
1994	G	Paratransit
1995	G	Paratransit
1996	G	Paratransit

Year	Ridership	Growth over Base Year		Growth over Base Year		Growth over Base Year	
	Total Ridership		Fixed Rt		Access		Purchased
2000	1,344,843		1,313,919.00		30,924.00		
2001	1,412,345	5.02%	1,371,681.00	4.40%	40,664.00	31.50%	
2002	1,435,628	6.75%	1,393,485.00	6.06%	42,143.00	36.28%	
2003	1,554,153	15.56%	1,510,532.00	14.96%	43,621.00	41.06%	
2004	1,647,578	22.51%	1,603,464.00	22.04%	44,114.00	42.65%	
2005	1,758,336	30.75%	1,713,381.00	30.40%	44,955.00	45.37%	
2006	1,935,587	43.93%	1,886,851.00	43.60%	48,736.00	57.60%	
2007	1,983,424	47.48%	1,934,680.00	47.24%	48,744.00	57.63%	
2008	2,115,622	57.31%	2,061,609.00	56.91%	51,688.00	67.15%	2,325.00
2009	1,839,367	36.77%	1,791,787.00	36.37%	45,692.00	47.76%	1,888.00
2010	1,935,204	43.90%	1,888,036.00	43.70%	43,897.00	41.95%	3,271.00
2011	2,012,009	49.61%	1,964,377.00	49.51%	44,476.00	43.82%	3,156.00
2012	2,108,967	56.82%	2,061,576.00	56.90%	43,776.00	41.56%	3,615.00
2013	2,035,338	51.34%	1,978,903.00	50.61%	50,875.00	64.52%	5,560.00
2014	2,051,014	52.51%	1,997,033.00	51.99%	51,478.00	66.47%	2,503.00
2015	1,969,599	46.46%	1,902,307.00	44.78%	58,271.00	88.43%	9,021.00
2016	1,869,566	39.02%	1,797,322.00	36.79%	63,091.00	104.02%	9,153.00
2017	1,780,659	32.41%	1,696,829.00	29.14%	73,072.00	136.30%	10,758.00
2018	1,777,765	32.19%	1,693,128.00	28.86%	73,939.00	139.10%	10,698.00
2019	1,687,355	25.47%	1,600,996.00	21.85%	75,804.00	145.13%	10,555.00

EXHIBIT B

Bus Advertising Gross Sales

For Fiscal Year Ending	Gross Sales
December 31, 2014	\$116,401
December 31, 2015	\$159,476
December 31, 2016	\$179,477
December 31, 2017	\$166,321
December 31, 2018	\$165,875

December 31, 2019	\$148,900

Exhibit C

The FWPTC Advertising Policy is shown on the following pages entitled as Resolution 03-2020. FWPTC reserves the right to amend the policy at its sole discretion.

RESOLUTION 03-2020

Agenda Item #10

Page 1 of 1

A resolution adopting a revised policy governing all advertising in or upon Citilink vehicles and facilities;

WHEREAS, the primary purpose of Fort Wayne Public Transportation Corporation (Citilink) is to provide safe and efficient public transportation services for persons using its vehicles and facilities; and

WHEREAS, the Board of Directors of the Fort Wayne Public Transportation Corporation intends that Citilink vehicles and facilities constitute non-public forums that are subject to the viewpoint-neutral guidelines set forth in the exhibits below, and that the Board of Directors has determined to permit certain forms of public service and commercial advertising in or upon Citilink vehicles and facilities; and

WHEREAS, many Citilink passengers have limited or no alternatives but to use Citilink vehicles and facilities for transportation to and from school, work, recreation, and other locations and are a captive audience to advertising therein or thereon; and

WHEREAS, significant numbers of persons using Citilink vehicles and facilities are minors and may be affected adversely by certain advertising; and

WHEREAS, Citilink, in establishing its standards for advertising in/on Citilink vehicles and facilities, seeks to maximize revenue generated by advertising while simultaneously maximizing ridership by fulfilling its mission to "provide safe, courteous and dependable public transportation at the most reasonable cost to our community"; and

WHEREAS, the Board of Directors desires to avoid any endorsement, implied or otherwise, of any of the products, services, or messages advertised; and

WHEREAS, on March 10, 2011, the Board of Directors adopted Resolution R02-11 (the "Advertising Guidelines"); and

WHEREAS, in the interests of clarity, to ensure that the rules for accepting and displaying advertising are consistently enforced, and to maintain and enhance Citilink's reputation and public image, revisions have been proposed to the Advertising Guidelines; and

WHEREAS, the Marketing Committee of the Board of Directors recommends that Resolution R02-11 be repealed in its entirety and that the proposed Policy Governing All Advertising in or upon Citilink Vehicles and Facilities be adopted.

NOW THEREFORE, BE IT RESOLVED: The Board of Directors of the Fort Wayne Public Transportation Corporation adopts the attached Policy Governing All Advertising in or upon Citilink Vehicles and Facilities (Exhibit I) effective as of the date hereof.

ATTEST:


Glynn Hines, Secretary
Fort Wayne Public Transportation
Corporation

APPROVED:


Sharon Furriffe, Chairman
Fort Wayne Public Transportation
Corporation

Adopted this 9th day of April, 2020.

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Policy Governing All Advertising in or upon Citilink Vehicles and Facilities

1. **Purpose.** Citilink is a public transportation system that strives to provide safe, courteous and dependable public transportation at the most reasonable cost to our community. In line with this mission, Citilink desires to provide advertising space to help generate revenue and fund the operation of the transit system (the "Advertising Space"). In order to efficiently manage the Advertising Space while also maximizing revenue, Citilink has adopted this Policy Governing all Advertising in or upon Citilink Vehicles and Facilities (the "Policy").

(a) Non-Public Forum. It is the intent of Citilink that the Advertising Space shall constitute a non-public forum that is not open for public discourse or expressive activity. In order to maintain this designation, absolutely no advertisements will be accepted that do not comply with this Policy. Citilink's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, Citilink will retain strict control over the nature of the advertisements accepted for posting and will maintain its advertising space as a non-public forum.

(b) Policy Advances Revenue Objective. In Citilink's experience, certain types of advertisements interfere with Citilink's primary purpose of generating revenue to benefit the transit system. This Policy advances the revenue-generating objective by prohibiting advertisements that could detract from that objective by creating substantial controversy, interfering with and diverting resources from transit operations, and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers, operators, and vehicles. Such advertisements create an environment that is not conducive to achieving revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort, and convenience of its operations. The viewpoint neutral restrictions in this Policy foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This Policy is intended to provide clear guidance as to the types of advertisements that will allow Citilink to generate revenue and enhance transit operations by:

- Increasing and maximizing revenue;
- Preventing the appearance of favoritism by Citilink;
- Preventing the risk of imposing views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Preserving the marketing potential of the Advertising Space by avoiding content that the community could view as offensive, inappropriate, or harmful to the public generally or to minors in particular;
- Maximizing ridership;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- Preventing any harm or abuse that may result from running controversial or offensive advertisements; and
- Reducing the diversion of resources from transit operations that are caused by

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controversial or offensive advertisements.

(c) Application of Policy. This Policy applies to the posting of all new advertisements on the exterior and/or interior of all Citilink vehicles and facilities on or after the effective date hereof. Any advertisements which may be prohibited under this Policy, but which were or will be posted pursuant to the terms of a fully executed advertising contract prior to the effective date of this Policy, will be allowed to be posted or to remain posted for the duration of that contract. Upon expiration of the contract, such advertisements must undergo a review in accordance with this Policy to ensure compliance with this Policy prior to renewal of the advertising contract with Citilink.

2. **Restrictions.** Citilink **WILL NOT** display or maintain any advertisement that falls within one or more of the following categories:

- (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, marital or parental status, military discharge status, source of income, or sexual orientation. For the purposes of determining whether an advertisement contains such material, Citilink will determine whether a reasonably prudent person, knowledgeable of Citilink's ridership and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group, group of individuals, or entity.
- (b) Alcohol, tobacco and firearms. The advertisement promotes the sale or use of alcohol, tobacco or firearms, or alcohol-, tobacco-, or firearms-related products, including depicting such products or such products' associated paraphernalia.
- (c) Profanity. The advertisement contains profane language, *i.e.*, language containing certain of those 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, and (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. For the purposes of determining illegality, Citilink may consider the laws of the United States, the State of Indiana, and all local and municipal rules and regulations.
- (f) Obscenity or nudity. The advertisement contains legally obscene material or depicts nudity or sexual intercourse or other sexual acts. For purposes of these

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standards, the terms "obscene" and "nudity" shall have the meanings contained in Indiana Code Title 35 Article 49.

- (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 Citilink of any service, product, or point of view; without the prior written authorization of Citilink through Citilink's General Manager.
- (i) False, misleading, or deceptive speech. The advertisement, or any material in it, is false, fraudulent, misleading, or deceptive.
- (j) Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous; an infringement of copyright, trademark, or service mark; or is otherwise unlawful or illegal or is likely to subject Citilink to litigation.
- (k) Political Advertising. The advertisement contains material that promotes or opposes a political party; promotes or opposes the election of any candidate or group of candidates for federal, state, judicial, or local government offices; promotes or opposes a referendum or ballot initiative; or is otherwise political in nature or contains political messages, including advertisements involving political or judicial figures and/or advertisements involving an issue that is political in nature in that it directly or indirectly implicates the action, inaction, or prospective action or policies of a governmental entity. This prohibition includes any advertisement that contains political campaign speech referring to a specific ballot question, initiative, petition, referendum, or political viewpoint.
- (l) Religious Issue. The advertisement contains any reference to a religion, creed, denomination, tenet, deity, belief, or cause, including the depiction of text, symbols, or images commonly associated with any religion, or otherwise expresses or advocates an opinion, position, or viewpoint on matters of public debate about religious issues.
- (m) 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).
- (n) Unclear identification of the advertiser. The advertisement is such that (1) the message or sponsorship of the advertisement cannot reasonably be determined

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compliance, unless the advertiser submits a revised advertisement for review. The Board of Directors will promptly schedule a meeting to review the advertisement and any other pertinent information, and hear comments. The Board of Directors will render the final decision and notify the advertiser, with a copy to the General Manager, of the Board's final decision within five days of the meeting date.

6. **Applicability.** These guidelines apply to all advertising coordinated or sold by Citilink, any sub-contractor or third party partner. Citilink reserves the right to suspend, modify, or revoke the application of any or all of this policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, and to fulfill the goals and objectives of Citilink. Any suspension, modification, or revocation must be in writing and signed by the Citilink Board of Directors.
7. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Policy and shall not be used to construe it.
8. **Entire Policy.** This Policy comprises the full and complete Policy governing advertising in and upon Citilink vehicles and facilities. Any potential discrepancies contained in any Citilink document including its website, advertising promotional material, and advertising contract shall be disregarded and interpreted according to the standards outlined in this Policy. This Policy is expressly incorporated into such documents by reference.
9. **Severability.** Should any part of this Policy be held invalid or unenforceable for any reason, such holding will not affect the remaining parts, which will continue in full force and effect.

Policy Governing All Advertising in or upon Citilink Vehicles and Facilities

1. **Purpose.** Citilink is a public transportation system that strives to provide safe, courteous and dependable public transportation at the most reasonable cost to our community. In line with this mission, Citilink desires to provide advertising space to help generate revenue and fund the operation of the transit system (the "Advertising Space"). In order to efficiently manage the Advertising Space while also maximizing revenue, Citilink has adopted this Policy Governing all Advertising in or upon Citilink Vehicles and Facilities (the "Policy").

(a) Non-Public Forum. It is the intent of Citilink that the Advertising Space shall constitute a non-public forum that is not open for public discourse or expressive activity. In order to maintain this designation, absolutely no advertisements will be accepted that do not comply with this Policy. Citilink's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, Citilink will retain strict control over the nature of the advertisements accepted for posting and will maintain its advertising space as a non-public forum.

(b) Policy Advances Revenue Objective. In Citilink's experience, certain types of advertisements interfere with Citilink's primary purpose of generating revenue to benefit the transit system. This Policy advances the revenue-generating objective by prohibiting advertisements that could detract from that objective by creating substantial controversy, interfering with and diverting resources from transit operations, and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers, operators, and vehicles. Such advertisements create an environment that is not conducive to achieving revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort, and convenience of its operations. The viewpoint neutral restrictions in this Policy foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This Policy is intended to provide clear guidance as to the types of advertisements that will allow Citilink to generate revenue and enhance transit operations by:

- Increasing and maximizing revenue;
- Preventing the appearance of favoritism by Citilink;
- Preventing the risk of imposing views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Preserving the marketing potential of the Advertising Space by avoiding content that the community could view as offensive, inappropriate, or harmful to the public generally or to minors in particular;
- Maximizing ridership;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- Preventing any harm or abuse that may result from running controversial or offensive advertisements; and
- Reducing the diversion of resources from transit operations that are caused by

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Required Federal Clauses

With submission of a proposal, proposers agree to all of the requirements summarized in the following required clauses:

Access to Records and Reports

(1) The Contractor agrees to permit any of the following parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed: FWPTC, FTA, the Comptroller General of the United States or any of their authorized representatives, the Secretary of Transportation of the United States or any of their authorized representatives, and the Indiana State Board of Accounts.

(2) - 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 Purchaser, 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).

Federal Changes

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

No Obligation by the Federal Government.

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

(2) 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.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 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.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination for Convenience

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

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the FWPTC may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the FWPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the FWPTC, after setting up a new delivery of performance schedule,

may allow the Contractor to continue work, or treat the termination as a termination for convenience.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the FWPTC may terminate this contract for default. The FWPTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

Opportunity to Cure

The FWPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time 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 FWPTC'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 the FWPTC setting forth the nature of said breach or default, the FWPTC 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 FWPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the FWPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the FWPTC shall not limit FWPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience

The FWPTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the FWPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Civil Rights

The following requirements apply to the underlying contract:

(1) 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.

(2) Equal Employment Opportunity - The following equal employment 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. § 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.

(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 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the

affected parties.

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 General Manager of the FWPTC. 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 FWPTC General Manager. 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 FWPTC General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by the FWPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the FWPTC 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 FWPTC is located.

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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 FWPTC 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.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. FWPTC's current goal for DBE participation is 2.5%. Citilink has a Disadvantaged Business Enterprise (DBE) program. Citilink encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Citilink at (260) 432-4546.

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

c. The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the FWPTC. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the FWPTC and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Prompt Payment

The prime Proposer or firm agrees to pay each subcontractor or firm under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Proposer or firm receives from FWPTC. The prime Proposer or firm agrees further to return retainage payments to each subcontractor or firm within thirty (30) days after the subcontractor or firm's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of FWPTC. This clause applies to both DBE and non-DBE subcontractor or firms.

A. If the prime Proposer or firm fails to pay the subcontractor or firm within thirty (30) days,

the prime Proposer or firm must notify FWPTC and the subcontractor or firm, in writing, of its intention to withhold all or a part of the subcontractor or firm's payment with the reason for nonpayment.

B. The Proposer or firm is obligated to pay interest to the subcontractor or firm on all amounts owed by the Proposer or firm that remain unpaid after thirty (30) days following receipt by the Proposer or firm of payment from FWPTC for work performed by the subcontractor or firm under that contract, except for amounts withheld as allowed in subdivision (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of 1.5 percent per month, except for the amounts withheld. Notification of failure by the Proposer or firm to make prompt payment to the subcontractor or firm hereinbefore provided will result in notification to the Proposer or firm's bonding company by FWPTC.

C. Should either the prime Proposer or firm or subcontractor or firm advise FWPTC of a payment issue involving a DBE Proposer or firm, the DBE officer shall be notified so as to investigate, as appropriate.

D. FWPTC may conduct prompt payment audits that require prime Proposer or firm to submit appropriate documentation to verify compliance with this provision.

Energy Conservation

Proposer or firm agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Subsection 6321 *et seq.*

Clean Air

(1) 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.

(2) 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.

Clean Water

(1) 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.

(2) 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.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by 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, 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 Fort Wayne Public Transportation Corporation requests which would cause Fort Wayne Public Transportation Corporation to be in violation of the FTA terms and conditions.

LOBBYING CERTIFICATION

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, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. Proposer or firm agrees to comply, and assures the compliance of all subcontractor or firms, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," within 49 CFR Part 29.
- B. By signing and submitting a proposal, the prospective primary participant (i.e., proposer) is providing a signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered transactions (Attachment E). The signed certification must be submitted with the proposal.
- C. The inability of a person to provide the required certification will result in denial of participation in this covered transaction.
- D. The certification in this clause is a material representation of fact upon which reliance is placed when FWPTC enters into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, FWPTC may terminate this transaction for cause of default.
- E. The prospective primary participant shall provide immediate written notice to FWPTC if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "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 the rules implementing Executive Order 12549.
- G. The proposer 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, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by FWPTC.
- H. The prospective primary 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," provided by FWPTC and included with these specifications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- I. A participant in a covered transaction must 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. Proposers shall submit with their proposals, Attachment F, if a lower tier participant is part of the proposal. Each participant must check the Non-procurement List issued by U.S. General Services Administration.
- J. The proposer further agrees that it and its affected subcontractor or firms will provide immediate written notice if at any time the proposer learns that their subcontractor or firm's certification was erroneous when submitted or has become erroneous because of changed circumstances.
- K. Nothing contained in the foregoing shall be construed to require establishment of a 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.
- L. Except for transactions authorized under subdivision (G) 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, FWPTC may terminate this transaction for cause or default.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

E-VERIFY AFFIDAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Business Entity entering into a contract with the Fort Wayne Public Transportation Corporation (FWPTC) is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Business Entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Business Entity, being first duly sworn, deposes and states that the Business Entity does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Agency, the undersigned Business Entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. Business Entity shall submit documentation to FWPTC which evidences that the business entity has enrolled in and is participating in the E-Verify program.

Business Entity: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires: _____

Signed: _____

Residing in _____ County,

State of _____

AFFIDAVIT

STATE OF INDIANA)

1. The undersigned is the _____ of _____
(job title) (company name)

2. The company named herein that employs the undersigned:

Signature

Printed name

STATE OF INDIANA)

_____ and acknowledged the execution of the foregoing this _____
day of _____, 20____.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____