

REQUEST FOR PROPOSALS 2010

**PROFESSIONAL MARKETING SERVICES FOR V-LINE
AND CHICAGO DASH PUBLIC TRANSIT**

CITY OF VALPARAISO

166 W. Lincolnway, Valparaiso, IN 46383

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NOTICE OF REQUEST FOR PROPOSALS

The City of Valparaiso is Requesting Proposals (RFP) to assist the City with Public Transit Marketing Services.

Proposals must be received in the Clerk-Treasurer's Office (166 Lincolnway, Valparaiso, IN 46383) on or before 4 p.m. local time, Wednesday, February 24, 2010.

Identify the Proposal: **Professional Marketing Services RFP 2010-01**

Firms may obtain a copy of this Request for Proposals (RFP) at www.ci.valparaiso.in.us, by fax to 219-464-4273, or by calling 219-462-1161.

REQUEST FOR PROPOSAL ISSUE DATE:	THURSDAY, 1/28/2010
SUBMIT RECEIPT CONFIRMATION	AS SOON AS POSSIBLE
DEADLINE TO SUBMIT QUESTIONS	4:00 P.M., MONDAY, 2/8/2010
RESPONSE TO QUESTIONS AVAILABLE	MONDAY, 2/15/2010
DEADLINE TO SUBMIT PROPOSAL	4:00 P.M., WEDNESDAY, 2/24/2010
OPENING OF PROPOSALS	10:00 A.M., THURSDAY, 2/25/2010 @ PUBLIC BOARD OF WORKS MEETING, CITY HALL
AWARD AGREEMENT	EXPECTED TO BE MADE 30-45 DAYS FOLLOWING BID OPENING

Section I Instructions to Proposer

A. Examination of Proposal Documents

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to meet the City's objectives.

B. Addendum

Any changes to the requirements will be made by written addendum and shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposer shall acknowledge receipt of addendum in their proposal. Preferred method for distributing any addendum is by e-mail. Please provide e-mail address with Receipt Confirmation Form.

C. Transit Contact

The contact regarding this RFP is Tyler Kent, Transit Manager.

City of Valparaiso
Professional Marketing Services RFP 2010-01
166 Lincolnway, Valparaiso, IN 46383
tkent@valpo.us
Phone: 219-462-1161

D. Clarifications

1. Examination of Documents

Should a Proposer require clarification of this RFP, the Proposer shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be available on the website at www.ci.valparaiso.in.us.com and will be sent to all firms submitting a **Receipt Confirmation Form** (See Attachment A). The Receipt Confirmation Form shall be completed and returned to the Transit Manager, advising the City of the Proposer's intention to participate in this solicitation. Failure to return this form will result in no further communication or addenda relating to this RFP.

2. Submitting Requests

- a. All questions must be in writing and received by the City no later than **4:00 p.m., local time, on February 8, 2010.**
- b. Requests for clarifications, questions and comments must be clearly labeled "Written Questions". The City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any one of the following methods are acceptable for the delivery of written questions:
 - (1) E-mail: tkent@valpo.us
 - (2) Fax: 219-464-4273; Attention: Tyler Kent
 - (3) U.S. Mail or Personal Courier to City of Valparaiso, Attention Tyler Kent, 166 Lincolnway, Valparaiso, IN 46383

3. City Response

Response by the City will be sent via e-mail, if requested, and posted on the website, by **February 15, 2010**.

4. Financing

This procurement is being undertaken and financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended; the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991; the Transportation Efficiency Act for the 21st Century (TEA-21), and the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). Any award made as a result of this solicitation is subject to a grant agreement between FTA and the City which is available for discussion by prospective Contractors at the office of the City during regular business hours. The successful Contractor will be required to comply with all terms and conditions prescribed for third-party contracts in the grant agreement between FTA and the City.

E. Submission of Proposal

1. Date and Time

Proposal must be received in the City of Valparaiso Clerk-Treasurer Office **on or before 4:00 p.m., local time, on Wednesday, February 24, 2010**. Proposal received after the above-specified date and time will be returned to Proposer unopened.

2. Address and Identification of Proposal

Proposer shall submit one original and 6 copies of its proposal in a sealed package, addressed as shown below, bearing the Proposer's name and address, and clearly marked as follows; to be delivered or mailed to:

City of Valparaiso
Professional Marketing Services RFP 2010-01
166 Lincolnway
Valparaiso, IN 46383

Attention: Clerk-Treasurer's Office

3. Acceptance of Proposal

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any information or irregularities in proposal.
- b. The City reserves the right to withdraw or cancel this RFP at any time without prior notice and the City makes no representation that any contract will be awarded to any Proposer responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.
- d. Proposals received by the City are public information and, as required by law, will be made available to any person upon written request
- e. Submitted proposal may not be copyrighted.

F. Pre-Contractual Expenses

The City shall not in any event, be liable for any pre-contractual expense incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as, but not limited to, expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP.
2. Submitting that proposal to the City.
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses, if any, incurred by Proposer prior to date of award.

G. Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. Taxes

Proposer's proposal is subject to State and Local sales taxes. However, the City is exempt from the payment of Federal Excise and Transportation Taxes.

I. Protest Procedures

Any Proposer who is aggrieved in connection with the solicitation or proposal award of the contract outlined in this RFP, may protest to the Transit Manager. The protest must be submitted in writing, five (5) working days from the time such aggrieved person knows or should have known the facts giving rise thereto. Protests must contain the name of the protestor, the solicitation description, and a statement of the grounds for the protest. Protests are to be filed at:

City of Valparaiso
166 Lincolnway
Valparaiso, IN 46383

The sole grounds for protest are: (1) The City failed to follow the selection requirements specified in the RFP or any addenda or amendments, (2) there has been a conflict of interest as provided in Indiana Code, or (3) violation of state or federal law. Protests will not be accepted on any other grounds. The City will consider only these specific issues addressed in the protest. The City will respond to each qualified issue raised in the protest. Final determination will be made by the City and will be final. The Federal Transit Administration will only entertain an appeal of a protest determination after protestor has exhausted its administrative remedies, and will only review protests on: (1) a grantee's failure to have or follow its protest procedures, or the failure to review a complaint or protest, or (2) a violation of Federal law or regulation, and any such protest must be submitted with the protest procedures set forth in FTA Circular 4220.1F.

J. Contract Type

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract specifying hourly rates for services specified in the Scope of Work, included in this RFP as Exhibit A.

SECTION II PROPOSAL CONTENT

A. Proposal Format and Content

1. Format

Proposal shall be typed using a standard 12 point font, double-spaced and submitted on 8 ½ “ x 11” paper, using a single method of fastening. Charts and schedules may be included in up to 11” x 17” format. Offers should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposal shall not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Tyler Kent, Transit Manager, and must, at a minimum, contain the following:

- a. Identification of Proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone number, and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person’s name and address, phone number, and fax number. Relationship between Proposer and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from date of submittal.
- e. Signature of a person authorized to bind Proposer to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

Qualifications, Related Experience, and References of Proposer

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer will:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded, form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- b. Provide a general description of the firm’s financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer’s ability to complete the project.

- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies.
- d. Identify subcontractors by company name, address, contact person, telephone number, and project function. Describe Proposer's experience working with each subcontractor.
- e. Provide at a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

4. Proposed Staffing and Project Organization

This section of the proposal should establish the method which will be used by the Proposer to manage the project as well as identify key personnel assigned.

Proposer to:

- a. Provide education, experience, and applicable professional credentials of project staff.
- b. Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel.
- c. Identify key personnel to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- d. Include a project organization chart, which clearly delineates communication/reporting relationship among the project staff.
- e. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrent of the City.

5. Work Plan

Proposer shall provide a narrative, which addresses the Scope of Work, and shows Proposer's understanding of the City's needs and requirements.

Proposer to:

- a. Describe the approach to completing the services specified in the Scope of Work.
- b. Outline sequentially the activities that would be undertaken in completing the services and specify who would perform them.
- c. Identify methods that Proposer will use to ensure quality control as well as budget and schedule control for the project.
- d. Identify any special issues or problems that are likely to be encountered in this project and how the Proposer would propose to address them.
- e. Proposer is encouraged to propose enhancements of procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

6. Exceptions/Deviations

Any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions must be stated. Where Proposer wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained. The contents of the RFP and Proposer’s proposal will become contractual obligations.

7. Cost and Price Proposal

As part of the cost and price proposal, the Proposer shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Proposer shall complete the “Price Summary Sheet” form included with this RFP (Exhibit B), and furnish any narrative to explain the prices quoted in the schedules.

8. Appendices

Information considered by Proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION III EVALUATION AND AWARD

A. EVALUATION PROCESS

Each proposal will initially be reviewed to determine if it meets the minimum requirements. The proposal must be complete, in the required format and in compliance with all the requirements of this RFP.

B. EVALUATION CRITERIA

Responsive proposals will be evaluated in accordance with the following four evaluation and selection criteria, listed in general order of relative importance (exact weighting of categories will not be revealed until after a contractor has been selected). The City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** **25%**
Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment of client references; effectiveness of the Proposer in the delivery of comparable or related services based on demonstrated performance.
- 2. MBE/WBE Certification** **5%**
An additional 5 points will be awarded to firms that are certified by the State of Indiana as either minority business enterprises or women business enterprises. To receive these points, a copy of the State's certification must be submitted with the proposal.
- 3. Staffing and Project Organization** **25%**
Qualifications of project staff, key personnel and Project Manager; key personnel's level of involvement in performing related work cited in "Organizations of the Firm" section; logic of project organization; and concurrence in the restrictions on changes in key personnel.
- 4. Cost and Price** **25%**
Reasonable and competitive hourly rates with all offers received and adequacy of data in support of figures quoted.
- 5. Work Plan** **20%**
Demonstration of Proposer's understanding of the City's requirements; overall quality of work plan; logic, clarity and specificity of work plan; and utility of suggested technical or procedural innovations.

C. EVALUATION PROCEDURE

The Evaluation Committee is comprised of the City's Transit Manager, a Redevelopment Commission member, a member of the Northwestern Indiana Regional Planning Commission, and a staff member of the Redevelopment Commission. The Committee members will evaluate the written proposals using criteria identified in Section III. A list of

top ranked proposals will be developed based upon the totals of each committee member's score for each proposal.

At the conclusion of the proposal evaluations, Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the Evaluation Committee will recommend to the Board of Public Works and Safety the Proposer whose proposal is most advantageous to the City.

D. AWARD

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and thereafter, to award a contract to the Proposer offering the most favorable terms to the City.

The City reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers, as the City may deem to be in its best interest. In addition, negotiations may or may not be conducted with Proposers; therefore the proposal submitted should contain Proposers' most favorable terms and conditions since the selection and award may be made without discussion with any Proposer. The final authority to award contract as a result of this RFP rests solely with the Valparaiso Board of Public Works and Safety.

E. NOTIFICATION OF AWARD

Proposers who submit a proposal in response to this RFP shall be notified by electronic mail regarding the firm who was awarded the contract. Such notification shall be made within five (5) days after the date the contract is awarded by the Board of Public Works and Safety.

EXHIBIT A

SCOPE OF WORK

BACKGROUND:

The City of Valparaiso, Indiana has been implementing and contracting for a public transportation system 2007. The City provides a fixed route system, V-Line, and express coach service, ChicaGo Dash, to downtown Chicago.

V-LINE

The City of Valparaiso established a fixed route and deviated system to serve the City in 2007. This system consists of 5 bus routes, operated by McDonald Transit. V-Line serves the Valparaiso University campus, popular destinations throughout the City, and a route to the Northern Indiana Commuter Transportation District railroad station in Chesterton (Dune Park Station).

The City also provides deviated fixed route service in accordance with the Americans with Disabilities Act to all areas served by its fixed routes.

A description of the V-Line service can be found at: www.ci.valparaiso.in.us/v-line/index.html.

CHICAGO DASH

Initiated in 2008, ChicaGo Dash provides express coach service from Monday through Friday from the City of Valparaiso's Village Station to downtown Chicago. There are three buses per day. Service can also be provided on Saturdays from Spring through December with one coach. The goal is to improve air quality and reduce traffic congestion by having commuters take a bus to Chicago rather than a single occupancy vehicle.

A description of the ChicaGo Dash service can be found at www.chicagodash.com.

The City of Valparaiso will entertain formal marketing, advertising, and promotional campaigns from successful firms, but will not compensate for labor hours related to the preparation and presentation of unsolicited campaign proposals. Once the City approves a proposed campaign, the City will pay all costs for that campaign.

PROJECT OBJECTIVES:

- Increase fixed-route and express bus use among current riders.
- Encourage trial and repeat use among residents who currently do not use the fixed-route and express buses, targeting discretionary riders, especially working commuters.
- Develop and implement campaign for introduction of City-owned buses for express bus service.

- Increase ridership along routes and on express buses that have excess capacity.
- Promote the use of monthly passes on the ChicaGo Dash and V-Line.
- Promote awareness and create favorable perception of Valparaiso Transit through a planned branding and image campaign targeting current riders, potential riders, opinion leaders, community leaders, employers, and elected officials. Position Valparaiso Transit as a necessary part of the community that provides freedom and increases the quality of life for all residents.
- Develop and cultivate an awareness and understanding of the presence and benefits of public transit, and Valparaiso Transit's services among the general public.
- Increase public perception that Valparaiso Transit is efficiently managed, friendly, and consumer oriented.
- Develop effective communication and partnerships with target markets.
- Ensure public awareness and education for new and expanded bus service.
- Create innovative ways to assure the public has accurate, timely, and accessible information about Valparaiso Transit's services.
- Both services are currently being subsidized 80% by federal funds. V-Line subsidy will expire in December, 2010, and the Dash in late 2011. An objective is to promote ridership such that the transit services become self-sustaining from the farebox.

As part of its bus marketing and outreach program, Valparaiso Transit will continue to reach the general core market of current riders which includes:

- Transient dependent residents
- Students
- Seniors and Disabled residents

To expand ridership, Valparaiso Transit has identified the following target markets to grow ridership:

- Youth and college students
- Choice riders
- Major employers in business and industry
- New residential growth areas

NEED FOR MARKETING FIRMS:

As the population continues to grow and demographics continue to change in the Valparaiso area, the number and types of markets need to be reached increase. Also, as bus service is enhanced and Valparaiso Transit receives and utilizes its own buses, more resources and attention are required to communicate with bus riders.

In an effort to address these changes and implement comprehensive marketing services, Valparaiso Transit is planning to establish a contract with a firm (Proposer) to perform various marketing activities as needed. Proposer must have expertise in the following activities:

- General marketing and advertising
- Minority marketing and advertising
- Public relations
- Graphic design
- Video and radio production
- Copywriting
- Special event marketing
- Direct mail
- Website design and maintenance, and
- Printing

Respondents to this RFP must propose to provide services for the above activities. The nature and time period for these services required from the individual Proposer will vary according to project.

SERVICES REQUIRED

This section elaborates on the types of professional services that Valparaiso Transit is expecting to need during the contract period. Proposals shall be in the format outlined in the instructions to Proposers, and shall provide a precise, detailed, clear description of the firm's ability to meet the requirements of the scope of services. Valparaiso Transit will require Proposer with the following experience to provide the listed services:

- General marketing and advertising: create and implement small and large campaigns that include a mix of print, radio, and television advertisements, freestanding direct mail inserts, co-op advertising, and targeted marketing efforts.
- Public Relations: create and/or advise on public relations campaigns including: planning, material creation, special events, press contacts, and execution.
- Graphic Design: design and produce art for logos, brand development of bus service products, collateral materials, and miscellaneous graphic needs.
- Video and Radio Production: create, edit, and produce video and radio spots for cable television and radio stations, as well as for internal staff and website uses.
- Special Event Marketing: assist Valparaiso Transit staff with the preparation and staffing at special events (i.e., Valparaiso Popcorn Festival).
- Website Design and Maintenance: design and maintenance of the V-Line and ChicaGo Dash websites (www.ci.valparaiso.in.us/v-line and www.chicagodash.com). Work

included may include E-Commerce ticketing, administrative page, reports page and search engine optimization.

- Photography: take photos and deliver high-resolution digital files.
- Mailing Services: provide mail lists and mail house services.
- Printing: provide printing for project brochures, flyers, newsletters, and miscellaneous collateral materials, including enclosures for water bills.
- Quarterly progress reports.
- Monthly meetings with Valparaiso Transit staff.

PROJECT MANAGEMENT

The Valparaiso Transit Manager or designee will be the City of Valparaiso's Project Manager who will direct the Proposer. The Proposer will be responsible for implementing the tasks described in the Scope of Work under the direction of the City's Project Manager.

The Proposer shall designate a project manager (or Account Executive) within the firm to coordinate all marketing and outreach activities. The project manager will be permanently assigned in this capacity for the duration of the contract period. The project manager shall have the authority to make commitments and decisions that are binding to the Proposer. Any changes to the Proposer personnel under this project shall be subject to the City of Valparaiso's written approval.

DELIVERABLES

Upon completion of each project, Proposer will deliver on CD editable copies of all artwork and associated files to Valparaiso Transit. Proposer will also maintain copies of all files as backup and reference for future projects. Valparaiso Transit is to maintain ownership of and retain all rights to use of any and all artwork and associated files both during and after the contract period.

Proposer will provide monthly billings and reports on the status of all projects in a format approved by Valparaiso Transit.

Proposer is expected to work directly with printers, provide color proofs, and conduct press checks as required.

CONTRACT PERIOD

The contract period will be from March 1, 2010 to June 30, 2011.

BUDGET FOR CONTRACT PERIOD

Valparaiso Transit plans to budget a total not-to-exceed \$125,000 for the contract period.

EXHIBIT B

COST AND PRICE SUMMARY SHEET

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

Proposer Name: _____

Signature & Date: _____

Enter below the proposed price for each of the work activities described in the Scope of Work (Exhibit A). Prices shall include direct costs, indirect costs, taxes, and profits. No increases in the cost per hour shall be allowed during the contract period.

Key Personnel

Name	Classification	Job Function	Hourly ate(s)

Other Costs (if applicable): specify other direct costs required to provide services:

Description	Costs

EXHIBIT C

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS

In regard to 49 CFR Part 29 and Executive Order 12549

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

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, the City may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the City 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 the City 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 the City.
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, the City may pursue available remedies including suspension and/or debarment.

Pursuant to the above instructions:

- (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.

_____ **Signature of Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____ **Signature of Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ **Date**

EXHIBIT E

CERTIFICATION OF COMPLIANCE WITH DBE REQUIREMENTS

In regard to 49 CFR Part 26

_____, hereby certifies that it has complied

(name of company)

with all applicable requirements of Title 49, Code of Federal Regulations, Part 26, as stated in Part 3, General Terms and Conditions, Section 10.

Signature:

Signature of Contractor's Authorized Official:

Date:

Title:

Firm:

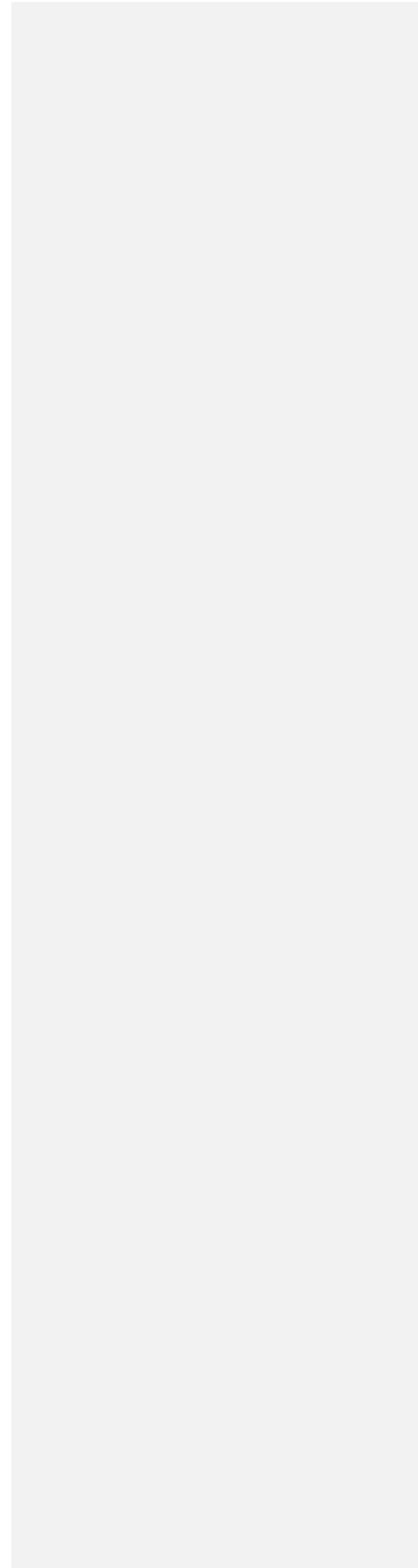


EXHIBIT F

DBE PROGRAM COMPLIANCE

49 CFR PART 26

The following bid 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 bid conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13) UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

The City of Valparaiso will ensure that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of the City of Valparaiso 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. Bidders 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) Compliance - All bidders, 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 bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.
- IV) Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.
- V) Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals.

General Instructions

All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.

Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of bid submittal. The City of Valparaiso does not certify DBEs. Please check with your state's DBE office.

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

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the City of Valparaiso, the DBE Officer, **Bill Oeding, City Administrator @ 219-462-1161.**

DBE Forms 1 & 2 must be submitted with the bid 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.

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION

Name of Bidder: _____

Project: Professions Marketing Services for V-Line and Chicago Dash Public Transit

Comment [d1]: CHANGE HERE

Total Bid 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

DBE FORM 2

DBE SUBCONTRACTOR IDENTIFICATION
(Reproduce as necessary)

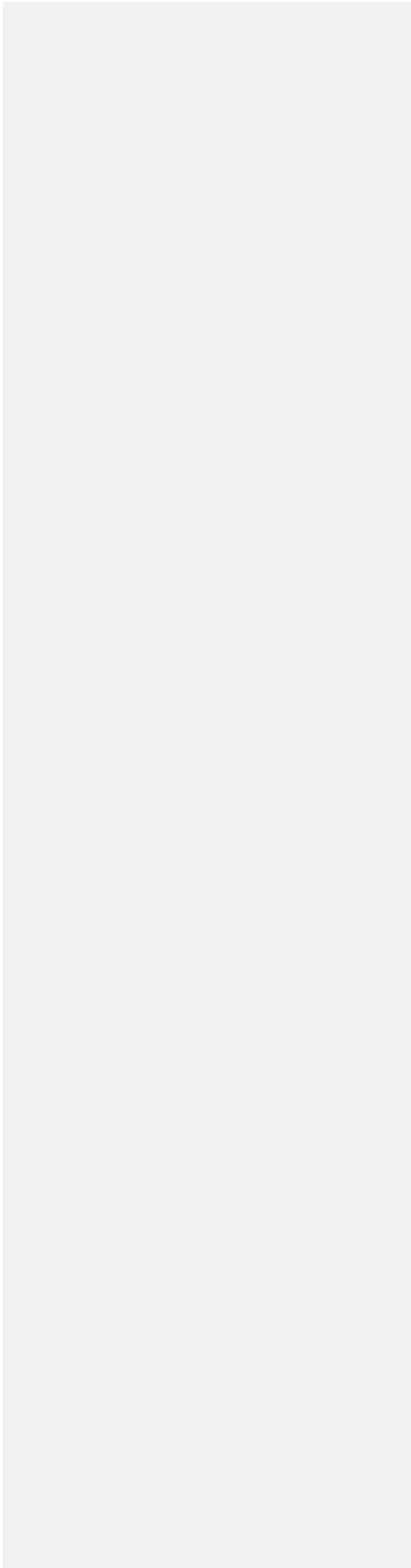
I HEREBY DECLARE AND AFFIRM THAT I AM THE _____ (Title -
Owner, President, etc.) and duly authorized representative of
_____ (Name of Firm) and I hereby declare and affirm
that I am a certified DBE.

(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.



DBE FORM 3

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of General Contractor Proposing)

PROJECT: MARKETING SERVICES FOR V-LINE AND CHICAGO DASH PUBLIC TRANSIT

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	_____ Phone Number	_____ Name of DBE Contractor
_____ Business Street Address		_____ Signature
_____ City, State, Zip Code		_____ Print Name
		_____ Title

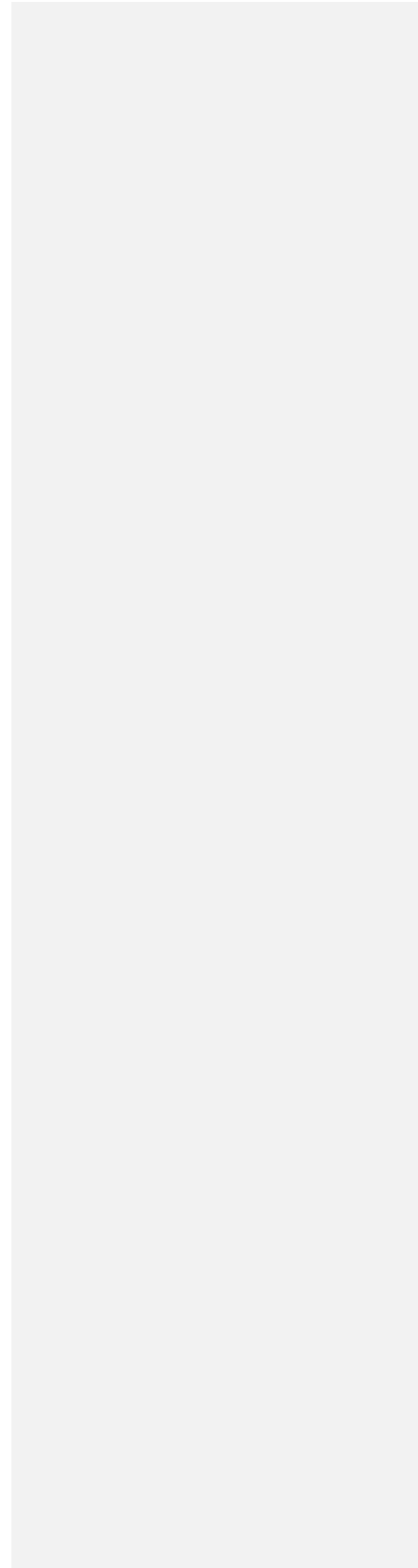


EXHIBIT G

GENERAL TERMS AND CONDITIONS ASSOCIATED WITH FEDERAL CONTRACTS

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

Financial Assistance:

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the City which will be furnished to Proposer upon request. The Proposer is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the City.

Contract Amendments:

Any proposed change in this Agreement shall be submitted to the City for its prior approval, and when approved the City will make the change by a written contract modification. The City may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following:

1. drawings, designs, or specifications;
2. methods of shipment or packing; and
3. place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Proposer must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The City may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

Change Order Procedures:

Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the City. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the City has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a City change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the City the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

Price Adjustment for Regulatory Changes:

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

Contract Termination Provisions:

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

Termination for Convenience:

The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City 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 City, 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 City may notify the Contractor of its intention to terminate this contract for default. The Contractor 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 City 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 Contractor, the City 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 City 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 City'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 City setting forth the nature of said breach or default, the City 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 City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Breaches and Dispute Resolution:

The following provisions have been developed by the Northwestern Indiana Regional Planning City 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 City'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 City, 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 City 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 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 City 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.

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 sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 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 C. F. R. 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 City, 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:

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 City 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.

No Government Obligation to Third Parties:

The City 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 City, 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.

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 CFR. 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.

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 CFR. 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 CFR. 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.

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 City 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 City. When the City 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 City.

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

The contractor agrees to place this clause in all subcontracts.

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.

Cargo Preference:

If awarded a contract, the contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 U.S.C. 12241 (b) (1) and 46 CFR Part 381.

As required by 46 CFR. Part 381, the contractor agrees:

1. To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the FTA recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

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 provides that recipients and sub-recipients 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 that 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.

Intelligent Transportations System Requirements:

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice “FTA National ITS Architecture Policy on Transit Projects” at 66 Fed. Reg. 1459, January 8, 2001.

State and Local Law Disclaimer:

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

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 City requests which would cause the City to be in violation of the FTA terms and conditions.

The following additional General Terms and Conditions apply if the amount of the Contract is greater than \$25,000.

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 CFR. § 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.

The following additional General Terms and Conditions apply if the amount of the Contract is greater than \$100,000.

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.

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.

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.

ATTACHMENT A
RECEIPT CONFIRMATION FORM

COMPLETE AND FAX BACK TO TYLER KENT @ 219-464-4273

Firms intending to participate in the solicitation for Professional Marketing Services for Valparaiso Transit should return this completed form in order to be assured of receiving any updates or addenda relating to this request.

Name of Firm _____

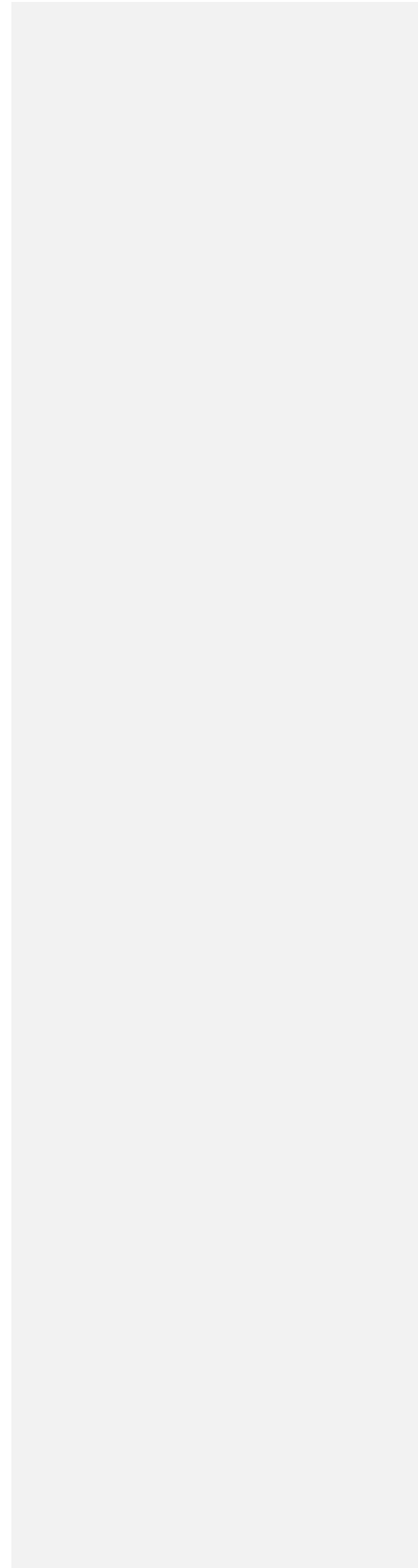
Contact Person _____

Address _____

Phone _____

Fax _____

Email _____



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LAST PAGE OF THE REQUEST FOR PROPOSAL