

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

**REQUEST FOR PROPOSAL #2024-5**

**Comprehensive Operations Analysis**

**March 2024**

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**ISSUING OFFICE:**

Bryan D. Smith, CEO  
1250 Canal Road,  
Lafayette, IN 47904  
Email: [bsmith@gocitybus.com](mailto:bsmith@gocitybus.com)

## SECTION 1 - INTRODUCTION

### 1.1 OVERVIEW

The Greater Lafayette Public Transportation Corporation (CityBus or GLPTC) is seeking proposals from qualified firm(s) to provide consultant services for a Comprehensive Operations Analysis consistent with the Scope of Work and Master Services Agreement set forth in this solicitation. CityBus reserves the right to award multiple contracts for the various elements identified in the Scope of Work.

### 1.2 PROCURING AGENCY AND CONTRACTING OFFICER

Procuring Agency: Greater Lafayette Public Transportation Corporation  
1250 Canal Road,  
Lafayette, IN 47904

Contracting Officer: Bryan D. Smith  
CEO  
E-mail:  
[bsmith@gocitybus.com](mailto:bsmith@gocitybus.com)

### 1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

Event	Date and Time
Request for Proposal Issued	March 18, 2024
Questions and Requests for Clarifications Due to Shelby Yeaman via email: <a href="mailto:syeaman@gocitybus.com">syeaman@gocitybus.com</a>	March 25, 2024
CityBus responds to Questions and Requests for Clarifications	March 27, 2024
Proposal Due Date	<b>April 1, 2024</b>
Evaluation Period/Vendor Interviews/Award	April 2-April 15
Anticipated Contract Award	<b>April 25, 2024</b>
Scope of Work begins	<b>April 29, 2024</b>

## 1.4 PROPOSALS

To be considered, submittals must be received by the due date. This solicitation does not commit CityBus to award a contract. CityBus reserves the right to accept or reject any or all proposals received as a result of this request.

## 1.5 COMMUNICATION

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

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

## 1.6 LOCATION OF DOCUMENTS AND ADDENDA

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

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

The RFP, addenda, and any updates may also be picked up at CityBus headquarters, 1250 Canal Road, Lafayette, IN 47904, Monday-Friday, 8:00 AM – 5:00 PM.

## 1.7 DISCLOSURE

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

## **SECTION 2 - SCOPE OF WORK**

- **See attached**

## **SECTION 3 – Master Services Agreement**

**3.1 See attached**

## SECTION 4 – PROPOSAL REQUIREMENTS

### 4.1 TECHNICAL PROPOSAL FORMAT AND CONTENT

- A. Offers should not include any unnecessarily elaborate or promotional material. Proposals shall be submitted via email (preferred) to [syeaman@gocitybus.com](mailto:syeaman@gocitybus.com) or a sealed envelope addressed to:

RFP 2024-5, Comprehensive Operations Analysis  
CityBus  
1250 Canal Road  
Lafayette, IN 47904.

- 4.2 Sealed proposals, if hard copies, should include 1 (one) original and three (3) copies (technical proposal) and 1 (one) copy of price proposal must be received by CityBus no later than **the date listed in Section 1.3**. No proposals will be received after this date. If a proposal is delivered after the due date and time, CityBus will return the proposal unopened. All submittals are mandatory and considered part of the evaluation process. Failure to comply with this requirement may result in disqualification.

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

contractual requirements, these should be thoroughly explained.

B. Cost Proposal

1. **Pricing must be submitted in a separately sealed envelope. Provide costs for each phase with any discounts for accepting multiple phases together**
2. All prices expressed by the vendor in its offer must be firm, expressed in U.S. dollars, defined as to be clearly understandable and without ambiguity as to the meaning.

**4.3 PROPOSER COMMUNICATIONS AND REQUEST**

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Proposers and their representatives shall not make any contact with or communicate with any members of CityBus, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of CityBus other than the Contracting Officer.
- B. At any time during this procurement up to the time specified, Proposers may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to CityBus. CityBus will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by CityBus in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee, or agent of CityBus shall be binding on CityBus.
- C. The Proposer's Request for Clarifications must be received by **date listed in Section 1.3 by 5:00 PM eastern time.**
- D. If it should appear to a prospective Proposer that the Scope of Services is not sufficiently described or explained in the RFP or Contract documents, or that any

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

#### **4.4 ADDENDA TO THE RFP**

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

#### **4.5 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING**

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

#### **4.6 AUTHORIZED SIGNATURES**

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



address must be shown. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and address of the corporation and the title of the person signing on behalf of the corporation. Upon request of CityBus, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

#### **4.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

#### **4.8 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

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

3. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by CityBus. Refusal to provide requested information may cause the proposal to be rejected.
4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation panel will employ those evaluation criteria set forth in this solicitation or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.
5. CityBus reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. CityBus also reserves the right to make an award without discussions or requesting Best and Final Offers.

B. Opening of Proposals

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

C. Evaluation Criteria

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

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

D. Evaluation Procedures

1. Proposers may be invited to interview with the Evaluation Team. The Evaluation Team reserves the right to interview the Proposer(s) it selects. The Evaluation Team has no obligation to interview any or all Proposer(s).
2. Evaluations will be made in strict accordance with all of the

evaluation criteria and procedures. CityBus will select for any award the highest ranked proposal from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to CityBus based on consideration of the Evaluation Criteria.

E. Confidentiality of Proposals

1. Access to government records is governed by the State of Indiana. Except as otherwise required by the State of Indiana, CityBus will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified, and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.
2. The Proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.
3. Upon a request for records from a third party regarding this proposal CityBus will notify in writing the party involved. The party involved shall indemnify CityBus's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.
4. CityBus shall employ sound business practices no less diligent than those used for CityBus's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposer and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of Indiana against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by CityBus in its sole discretion, bears appropriate notice relating to its

confidential character.

#### **4.9 RESPONSE TO PROPOSALS**

##### **A. Notice of Award**

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

##### **B. Notice to Unsuccessful Proposers**

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

##### **C. Acceptance/Rejection of Proposals**

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

##### **D. Single Proposal Response**

If only one proposal is received and it is found by CityBus to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit,

may be performed by or for CityBus of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate CityBus to accept such a single proposal; and CityBus may reject such proposal at its sole discretion.

E. Cancellation of Procurement

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

#### 4.10 PROTEST PROCEDURES

a. General Procedures

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

b. Protest Before Proposal Opening

- A. Protests shall be submitted in writing prior to the opening of

proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:

1. The name, address, and telephone number of the protester
2. The grounds for the protest, any and all documentation to support the protest and the relief sought.
3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

c. Protest After Award

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

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

C. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of CityBus to have written protest procedures, or the alleged failure to follow such procedures. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or

judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protest submitted by an interested party as defined in FTA 4220.1F. FTA's decision on any appeal will be final.

#### **4.11 PROPOSAL AS A CONTRACT**

Each proposal will be submitted with the understanding that acceptance in writing by CityBus of the offer to furnish the products or services described shall bind the Proposer to furnish and deliver at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequent addendum.

#### **4.12 WAIVER**

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

#### **4.13 CONTRACT AWARD AND EXECUTION**

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

#### **4.14 SPECIFICATIONS AND OFFER OMISSIONS**

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

**APPENDIX A**

**REQUIRED FORMS and CERTIFICATIONS  
(Must be completed and included in package with Technical Proposal)**



## PROPOSAL FORM

Proposer:

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Name

---

Name of Authorized Representative

---

Signature of Authorized Representative

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Title

---

Address, including Zip Code

---

Telephone Number

---

Fax Number

Please note if a prompt payment discount is offered.

\_\_\_\_\_ % @ \_\_\_\_\_ days

## Pricing

CityBus is seeking pricing for each phase of the COA as a “not-to-exceed” amount to complete that phase. Billing should be by project task, with details in the billing as to hours spent by various consultant staff, with the total amount not to exceed the proposal, unless agreed to in writing by both parties in advance. Consultant should also include a cost per hour for additional services, by type of work (principal, engineer, planner, etc). Consultant should also include a price to complete Phase 1 and 2 and a price to complete all three phases.

### Phase 1

Hours (estimate)\_\_\_\_\_

Not to exceed \$ \_\_\_\_\_

### Phase 2

Hours (estimate)\_\_\_\_\_

Not to exceed \$ \_\_\_\_\_

### Phase 3

Hours (estimate)\_\_\_\_\_

Not to exceed \$ \_\_\_\_\_

### Phase 1 and 2

Not to exceed \$ \_\_\_\_\_

### Phase 1, 2, and 3

Not to exceed \$ \_\_\_\_\_

Additional Hours by type (insert additional rows as needed)

Type	Hourly Rate			

## REPRESENTATIONS AND CERTIFICATIONS

### REPRESENTATIONS

Proposers firm is as: (check or complete all applicable boxes)

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

### CERTIFICATIONS

(check applicable box)

#### 1. Covenants Against

Gratuities:

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

The undersigned Proposer certifies that the foregoing is true.

Proposer

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## PROPOSAL ADDENDA

Addenda:

The undersigned acknowledges receipt of the following addenda to the

document: Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

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

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

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(Name of Individual, Partnership or Corporation)

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(Address)

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(Authorized Signature)

---

(Title)

---

(Date)

---

(Telephone)

**AGREEMENT OF SERVICES**

TO: Greater Lafayette Public Transportation  
Corporation 1250 Canal Road  
Lafayette, IN 47904

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

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

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

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

For (Company): \_\_\_\_\_

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

## CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

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

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

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

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

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

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

\_\_\_\_\_

## LOBBYING

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

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

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

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

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

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



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

### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

The Contractor, accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. §3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: (circle one)</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action: (circle one)</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>
<p>3. Report Type: (circle one)</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>	<p>4. Name and Address of Reporting Entity:</p> <p>Prime</p> <p>Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>
<p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known:</i></p>	<p>6. Federal Department/Agency:</p>
<p>a. Federal Program Name/Description: CFDA Number, <i>if applicable:</i></p>	<p>8. Federal Action Number, <i>if known:</i></p>
<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p> <p>b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
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<p>shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

### INDIANA E-VERIFY AFFIDAVIT

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

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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