



# **REQUEST FOR PROPOSALS**

**Metropolitan Evansville Transit System (METS)  
in the City of Evansville, Indiana**

**METS TRANSIT ADVERTISING  
RFP 1603-079-2019**

## **BOARD OF PUBLIC WORKS**

MARTY AMSLER, PRESIDENT  
BILL NIX, VICE-PRESIDENT  
SHARON WALKER, MEMBER

**LLOYD WINNECKE, MAYOR**

October 11, 2019

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## Qualified and Interested Proposers

The Metropolitan Evansville Transportation System, hereinafter (“METS”), is seeking Request For Proposals (RFP) and statements from vendors, hereinafter (“Vendors”, “Proposers” “Contractors”) to complete the selling of advertising to be placed on any revenue-generating commuter-style vehicle operated under the authority of METS, including, but not limited to, interior bus cards, exterior tail cards, full bus wraps, METS Route Maps, Onboard video players, bus benches, bus shelters and other potential revenue-generating sources not currently existing.

The objective of this METS advertising solicitation is to contract with a single firm to install, maintain, and sell advertising for products and services permitted under all applicable Federal, State and local regulations and requirements, including, but not limited to, third-party contracting provisions.

The successful vendor shall perform all sales and maintenance aspects of the contract at no cost to METS. METS will purchase tangible equipment, i.e., buses, benches, METS Route Maps, Onboard video players, etc. METS wishes to receive profit from the advertising revenue derived from this project, and wishes to secure a minimum annual guaranteed amount from the successful vendor during the contract time limits, with percentage increase in revenue per year, after year one.

METS foresees a five (5) year plan, and thus anticipates a five (5) year contract with three optional one year extensions, upon mutual approval by both parties. Proposer will need to supply revenue projections for the first five years. Continuation of the contract, beyond the initial five (5) year term, may depend upon how close the actuals reflect the projections.

It is our intent a contract resulting from this RFP will go into effect on December 01, 2019.

The project number: METS TRANSIT ADVERTISING RFP-1603-079-2019

## I. AGENCY INFORMATION

### A. METS

METS is the transit system serving the City of Evansville, Indiana. METS is a section of the City of Evansville’s Department of Transportation and Services. The Executive Director of Transportation and Services is responsible to the Mayor of Evansville. METS’ funding includes local monies, FTA monies and State monies.

### B. METS Transit Projections

METS has a ten-year plan to include implementation of changing half of its twenty-three (23) Diesel Transit Bus fleet from 29-foot vehicles to 35-foot vehicles.

### C. Key Personnel

Key personnel for this project will be: Todd M. Robertson, Executive Director of Transportation and Services of Evansville, Indiana; Kerry Kamp, METS Director; Rick Wilson, METS Operations Superintendent; Jonathan Siebeking, METS Maintenance Supervisor; and Debra Spalding, City Purchasing Department.

Mr. Kamp will be the designated Project Manager (PM) for this project

## II. GENERAL INSTRUCTIONS

- A. To be deemed eligible for award of this Contract, a Proposer must have the qualifications to perform as described in the Scope of Work for this Contract.
- B. Each Proposer shall furnish the information required by this RFP.
- C. By submitting a Proposal, the Proposer agrees to provide METS additional information, or to clarify or supplement information already furnished, including but not limited to information relating to Proposer's past performance, Proposer's plan for performing the Contract, investigations, indictments, convictions, the Proposer's safety practices and record, and financial conditions.

The Proposer agrees to permit METS to conduct site visits to Proposer's facilities as applicable.

- D. Prospective Proposers are advised that METS' point of contact for all matters concerning this RFP is:

Kerry Kamp, Director of METS  
Metropolitan Evansville Transit System  
601 John Street  
Evansville, Indiana 47713  
Telephone: 812-435-6166  
kkamp@evansville.in.gov

- E. Proposal Submission Requirements

- 1. Submit an original and three (3) copies of your response to the RFP, along with one electronic thumb drive (USB flash drive). The original should contain original signatures and must be marked "Master Copy." The Proposal is to be packaged separately from all other forms and/or documents required in this RFP and clearly marked on the outside of the packet with "PROPOSAL."
- 2. Packages should be typed, double-spaced, and submitted on 8-1/2" x 11" paper with all pages sequentially numbered and either stapled or bound. Proposals that are incomplete or not submitted in the required format may be considered unresponsive and may be rejected without further consideration.
- 3. METS will not accept faxed, emailed, or any other electronic responses to the RFP.

- F. A responsive Proposal shall contain:

- 1. A cover letter shall clearly present the project title, the proposer's contact name, address, office phone, cell phone, e-mail address, and the RFP number.
- 2. In addition it shall demonstrate the Proposer understands the Scope of Work by summarizing the key points of the Proposer's business plan, and addressing the needs of METS on this project, as outlined in the Scope of Work.
- 3. A management plan, including an organization chart. It shall include how the project will be staffed in all functional areas.
- 4. A maintenance plan that will ensure that all advertising will be installed and removed in a professional manner. The Proposer will identify the experience and technical requirements of personnel who will perform these maintenance tasks.

If the Proposer intends to subcontract these services, then the Proposer must present the name, address, phone, email and qualifications of the proposed firm that will execute these duties.

5. A comprehensive sales plan that states the annual growth goals of advertising sales during the initial five (5) year term, as well as the proposed detailed methodology proposed to obtain stated goals. Provide for net revenue share amounts meeting the guarantee, as stated on the Revenue Projections form, during the first year of the contract and the percentage guarantee for those years after the first year of the contract.

Include a summary of your plan for advertising directed toward various interest groups and demographic elements within the Evansville area.

6. **Revenue Projections** - Proposers shall complete the Revenue Projections form provided herein as schedules and/or attachments. Vendors are advised the failure to make an entry of an amount or a zero for each entry field on the form may be cause for the Proposers' submission to be ruled non-responsive.

7. References. Provide an example of at least three (3) projects completed within the past five (5) years that are similar to the project described in this RFP.

- a. Provide the project title, timing, budget, and sponsoring agency or organization. Include the name and contact information of the person associated with that agency or organization and who is most familiar with the project and the Proposer's performance.
- b. Indicate Proposer's level of involvement as a prime or subcontractor.

8. Any other form or document as found to be required in this RFP, or its associated sections. Those include but not limited to:

- a. EEO Statement
- b. References
- c. E-Verify Documentation
- d. Proper Insurance as shown in Supplement C
- e. DBE Goal
- f. Subcontractors (if applicable)
- g. Signed acknowledgement and agreement by Contractor, they will conform to all Clauses according to FTA C 4220.1F and according to 49CFR:
- h. Non-Collusion for Subcontracts
- i. All required certifications referenced or detailed in this RFP
- j. Conflict of Interest Form
- k. Completion of Certification of Compliance with Federal Lobbying Activities Form, if the Contractor's bid is Over \$100,000, Exhibit A – A Certification of Compliance with Federal Lobbying

### III. CONTACT WITH METS EMPLOYEES AND/OR BOARD OF PUBLIC WORKS (BPW) MEMBERS

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or Proposer representing such a person or entity may contact through any means or engage in any discussion concerning the award of this contract with any member of the Board of Public Works or any employee of METS during the period beginning on the date of proposal issue and ending on the date of selection of the Contractor, other than the Project Manager designated for this project. Any such contact could be grounds for disqualification of the vendor. Contact with the above-mentioned persons or entities during such time period must be limited to site visits and technical questions as described in this proposal.

### IV. SUBMITTAL REQUIREMENTS

Proposals to be submitted prior to the scheduled proposal opening shall be submitted to the Board of Public Works Office, Room 321, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals may be submitted to the Board of Public Works office any time prior to 1:15 p.m. CST on Thursday, October 24, 2019 to:

Darlene Kirkwood  
Secretary – Board of Public Works  
Room 321, Civic Center Complex  
1 NW M. L. King Jr. Blvd  
Evansville, IN 47708

Any proposals submitted after that time are to be brought directly to the Board of Public Works meeting in Room 301, Civic Center Complex, 1 NW Martin Luther King Jr. Blvd., Evansville, IN 47708 and must be received by the Board Secretary no later than 1:30 p.m. CST on Thursday, October 24, 2019.

Requirements for this RFP are enclosed. In order to be considered in the selection process, interested parties shall submit an original and three (3) sealed copies, along with one thumb drive (flash drive) of their Proposal.

Proposers are cautioned to include their complete return address on the outer envelope or wrapper enclosing any material. METS will not accept telegraphic, fax, or electronic Proposals. In addition, proposers will mark on the outside envelope or container:

**METS TRANSIT ADVERTISING RFP-1603-079-2019**  
**Opening Date October 24, 2019**

The proposals will be publicly opened and read aloud at 1:30 p.m. CST on Thursday, October 24, 2019 at the Board of Public Works meeting in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708. RFPs received after this time will not be considered.

### V. INFORMATION AND INSTRUCTIONS TO PROPOSERS

#### A. Questions, Interpretational Addenda

Prospective Proposers shall promptly notify METS in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or addressed. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or

through mail. Any written inquiries must be received by METS no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by METS and distributed to all registered RFP holders.

Questions should be sent to:

METS  
Attn: Kerry Kamp, Director  
601 John Street  
Evansville, IN 47713  
Email: [kkamp@evansville.in.gov](mailto:kkamp@evansville.in.gov)

**B. RFP Documents**

This RFP contains the Scope of Services. No information obtained from any officer, agent or employee of METS on any such matter, shall in any way affect the risk or obligation assumed by the successful Proposer, or relieve the Proposer from fulfilling any of the conditions of the Contract.

It is the responsibility of the Proposer to insure that all pages and all addenda are received. All Proposers are advised to closely examine this package. Any questions regarding the completeness of this package and any addenda thereto should be immediately directed to METS contact.

METS assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documentation. METS, in making copies of the RFP documentation available on the above, does so only for obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

**C. Interpretations and Addenda**

Proposers shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of METS in writing prior to the submittal deadline as stated in this RFP. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision.

Any written questions, however, shall not involve the quality or use of products or methods; METS will neither approve nor disapprove particular proposed substitute products prior to the receipt of Proposals. Such products may only be considered when offered by the Proposer for incorporation into the Work after award of the Contract.

In general, no answer will be given to prospective Proposers in reply to an oral question if the question involves an interpretation of the intent or meaning of the Proposal Documents, or the equality or use of products or methods other than those designated or described in the Contract documents. Any information given other than by means of the Proposal Documents, including Addenda as described below, is given informally for informational purposes and for the convenience of the Proposers only and is not guaranteed. The Proposer agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Proposer to assert, any claim or demand against METS on account thereof.

When solicitation revisions are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written METS letterhead or e-mail from METS. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Proposers are advised to contact METS prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Proposer to receive or to acknowledge receipt of any addenda shall not relieve such Proposer from any terms, conditions, and obligations under its proposal as submitted.

No addenda will be issued less than ten (10) working days prior to the date for receipt of proposals, except an addendum withdrawing the Request for Proposals, or one that includes a postponement of the date for receipt of proposals.

Prior to submission of its proposal, the Proposer shall ascertain that it has received all addenda issued. The Proposer shall acknowledge receipt in writing of each individual addendum, if any are issued, by sending an email to the Project Manager.

**D. Withdrawal of Proposal**

Proposers may withdraw their submitted proposal by notifying METS via e-mail or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn and be worded so as not to reveal the amount of the Cost Proposal.

**E. Modifications of Proposals**

Proposers may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Proposers may modify a proposal already submitted by delivering an e-mail or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being modified. It shall state the addition, subtraction or other modification to the Proposal. No modifications will be permitted after the date and time designated for the receipt of Proposals.

**F. Unauthorized Deviations and Alternative Proposals**

Proposers are hereby advised that METS will only consider proposals that fulfill the obligations and requirements imposed upon them by this RFP. Unauthorized conditions, exceptions, limitations or provisions attached to a Cost Proposal may cause its rejection as being non-responsive. The completed forms provided herein shall be without interlineations, alterations or erasures in the printed text. Alternative proposals will not be considered unless requested. Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon METS to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

**G. Acceptance/Rejection of Proposals**

METS through its Board of Public Works may reject proposals for any and/or all of the following reasons:

1. If the vendor misstates or conceals a material fact in its proposal;
2. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements;
3. If the proposal is conditional;
4. If a change of circumstances occurs making the purpose of the proposal unnecessary to METS;

5. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity;
6. The Contractor lacks the qualifications, experience, and/or responsibility necessary to provide the services; or
7. The Contractor fails or neglects to complete and submit any information within the time specified by METS, and as may be otherwise required herein.

The Board of Public Works (BPW) further reserves the right to reject the proposal of any Proposer that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with METS, or who is not in a position to perform properly under this award. BPW and/or METS reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A vendor may not withdraw its proposal unilaterally nor change the proposal before the expiration of one-hundred twenty (120) calendar days from the date of proposal opening. A vendor may withdraw its proposal after the expiration of one-hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to METS Clerk prior to award of the Contract by the Board of Public Works.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If METS believes that any Proposer is included in more than one proposal, all proposals in which such Proposer has an interest will be rejected. If METS believes that collusion exists amongst the Proposers, all such collusive proposals will be rejected.

BPW reserves the right to award to that Proposer which, in the opinion of the RFP evaluation team, will be in the best interest of and/or the most advantageous to METS. Minor irregularities, informalities, and technicalities in a proposal may be waived by METS.

A minor irregularity or informality is a variation from the solicitation that does not affect the Cost Proposal or does not give a Proposer an advantage or benefit, not enjoyed by other Proposers, and does not adversely affect the interests of METS.

#### **H. Development Costs**

Neither METS nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. Likewise, METS shall not be held liable for any costs incurred during any negotiations on Proposals or proposed Contracts. All information in the proposal shall be provided at no cost to METS.

#### **I. Disclosure**

Upon receipt, sealed qualifications or proposals are exempt from public disclosure until METS provides notice of award. Thereafter, all proposals become "public records" and shall be subject to public disclosure as described by Indiana Law. Proposers claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established, proposals will thereafter be made available for public inspection at the Office of METS.



Proposers shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

1. Proposer;
2. Any business entity related to or affiliated with Proposer; or,
3. Any present or former executive employee, officer, director, stockholder, partner of METS of Proposer or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Proposer or any business controlled by or affiliated with Proposer.

BPW/METS may reject, at its sole discretion, any Proposer it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. METS finding may be based on the disclosure required herein, METS' own investigation, public records, or any other reliable source of information. METS may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that BPW may reject any proposal at its sole discretion. The Proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

#### **J. Protest Procedures**

This sets forth the procedure to be utilized by METS in considering the protest or objection of the Request for Proposal

1. All protests are to be addressed (certified mail) to:  
Evansville Vanderburgh County Purchasing Department  
Purchasing Supervisor  
Civic Center Complex - Room 323  
Evansville, Indiana 47708
2. With a copy to be sent to the Director of METS addressed to:  
Director, METS  
601 John Street  
Evansville, IN 47713
3. Your protest information shall be made in writing and include;
  - a. Nature of your concern as stated above.
  - b. Name, address, phone number, and e-mail of protestor. Name of contact is also to be included in both printed and written form.
  - c. Nature of vendor concern – include solicitation or contract number, nature of protest and your grounds for protest.

Any protest must be submitted within five (5) working days after determination concern could not be reconciled with METS. Protestor will be notified within fourteen (14) working days after receipt of written protest by the Purchasing Supervisor to discuss the protest. An investigation, as may be

appropriate, shall follow the filing of a complaint. The investigation shall be informal but thorough and afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

After the investigation is completed, the Purchasing Supervisor will, within (fifteen) 15 working days, respond to the protestor in writing, as follows:

- a. Indicate the complaint has been resolved as requested, or
- b. Indicate the complaint has been resolved in another manner, and outline the action taken, or
- c. Indicate that the investigation revealed that the protest does not appear to be valid for reasons identified.

If the Purchasing Supervisor cannot settle protest, the protest will be forwarded to:

Board of Public Works  
City of Evansville, Indiana Room 321  
Civic Center Complex  
Evansville, Indiana 47708

Protestor will be notified within ten (10) working days after receipt of protest by the Board of Public Works of date to appear before the Board of Public Works to discuss the protest.

The Board of Public Works shall respond in detail to each substantive issue raised in the protest at their meeting or will table discussion for another meeting to gather more information.

The Board of Public Works for the City of Evansville will have the authority to make the final determination.

After the determination has been completed and the Protestor has received the response from the Board of Public Works (within five (5) working days) or at any time in the investigation, the complainant may provide further information in writing or in person that might influence the investigation, if data becomes available that was not previously known, or there has been an error of law or regulation.

If upon conclusion of the Board of Public Works determination, the Protestor shall have the right to protest their decision by contacting the Federal Transit Authority at their regional or Headquarters Office within five (5) working days of the date the Protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

The FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and that such a protest must be filed in accordance with § 7.I. of [FTA Circular 4220.1F](#) which states:

All protest decisions must be in writing. A Protester must exhaust all administrative remedies with the grantee before pursuing a protest with FTA.

Reviews of protests by FTA will be limited to: (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest, or (2) violations of Federal law or regulation.

The decision to open a proposal or to award a contract prior to resolution of a protest rests with the Board of Public Works.

Any interested party may acquire a copy of these procedures by submitting in writing a request addressed to:

Director, METS  
601 John Street  
Evansville, IN 47713

## **VI. AWARD AND EXECUTION OF CONTRACT**

Proposers acknowledge that this solicitation or the proposal does not constitute a contract with METS. No contract is binding or official until METS and the BPW approve a contract. METS intends to enter into contract agreements with one Proposer, based on the selected proposal and the agreements attached to the RFP.

Where applicable, discrepancies shall be resolved as follows:

Where proposals have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the Proposer.

METS may conduct such investigations, as it deems necessary, to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

The Proposer to whom the award is made shall, within fifteen (15) calendar days, not including Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance, bonds, guarantee, and/or schedule of subcontractors (if applicable) and if determined applicable by METS negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any required insurance or bonding coverage shall be just cause for annulment of the award. Award may then be made to the next highest ranked Proposer, or the Work may be re-advertised, at METS's discretion.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of its proposal security or as a defense to any action.

### **A. Tax Exempt Status**

METS is a political subdivision of the City of Evansville, Indiana. METS is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the State, and Federal and State taxes for tangible personal property. Proposers must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Cost Proposal.

### **B. Laws, Codes, and Regulations**

Proposers are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of METS, and any other authority having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Proposer shall immediately report the same in writing to METS who will issue such instructions as may be necessary. However, it shall not be

grounds for a Change Order that the Proposer was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the Project or the work.

Whenever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this solicitation shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among or between any referenced standards and/or codes, METS will determine which shall govern. Proposer acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the work has been completed-in accordance with the Contract Documents.

The contractor must strictly comply with Federal, State, and local building and safety codes, Americans with Disabilities Act, and Indiana Accessibility Code. All Indiana Accessibility Code requirements are not expressed in the text of specific design criteria. The Proposer is responsible for design of spaces and appurtenances per the Indiana Accessibility Code.

Proposer certifies that all material, equipment, processes, etc., contained in its proposal meet all OSHA, ANSI, NFPA and all other Federal and State requirements. Equipment must meet State and Federal safety regulations for grounding of electrical equipment and for lock-out/tag-out procedures. Proposer further certifies that if it is the successful Proposer, and the materials, equipment, etc., delivered are subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the materials, equipment, processes, etc., into compliance shall be borne by the Proposer.

The Proposer shall secure all permits required to complete the work at no additional cost to METS. Failure to secure permits prior to commencement of work will be considered a default under the Contract. Non-residents regulated by the Indiana Department of Professional Regulation may submit a copy of their Indiana Department of Professional Regulation License and a current Occupational License issued by the County or City where their business is located.

Subcontractors shall be licensed in their respective fields to obtain permits. Said license must be in the name of the subcontractor.

**C. Conflict of Interest**

All Proposers must disclose with their technical proposal the name of any officer, director, or agent who is also an employee of METS. Further, all Proposers must disclose the name of any METS employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

**D. Insurance**

The successful Proposer shall, at its sole expense, provide and maintain in full force and effect throughout the term of the Contract, all insurance coverage as set forth in the Exhibit C – Insurance Requirements and with insurers and under forms of policies acceptable to METS. Evidence of appropriate insurance coverage shall be provided as an attachment to the Revenue Projections form. Proposers may fulfill this requirement by having their insurance agent either:

1. Complete and sign an insurance certificate which meets all of the requirements as provided in this RFP; or,
2. Issue a letter on the insurance agency's stationery stating the Proposer qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Indiana. Failure of METS to notify the Proposer that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Proposer's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Proposer shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire or be materially changed without giving METS at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

Any independent contractors hired by the chosen vendor must also provide insurance as shown in Exhibit C and furnish to METS an appropriate certificate from the insurance carrier showing the insurance to be in force. In addition, workers compensation insurance must be provided by the chosen vendor in amounts required by the state of Indiana for such coverage, and an appropriate insurance certificate shall be provided to METS. All insurance coverage shall have no cross-claim exclusions.

**E. Non-discrimination Clause**

It is the express policy of METS that METS shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, or disability.

**F. Limitation of Liability**

Any legal action to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the alleged negligent or wrongful act or omission of any employee of METS acting within the scope of his/her office or employment is subject to the limitations specified in Indiana Law.

No officer, employee or agent of METS acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

METS shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**G. Contract with Third-Parties**

The Proposer shall not enter into any contractual agreement with a third party for performance of any conditions under this RFP without the express written approval of METS.

**H. Assignment**

The Proposer's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the Board of Public Works.

**I. Minority, Women Business Enterprises or Disadvantaged Business Enterprises**

Proposers are hereby informed that METS encourages the utilization and participation of Minority, Women Business Enterprises or Disadvantaged Business Enterprises. Proposers are

encouraged to seek Minority, Women Business Enterprises or Disadvantaged Business Enterprises for participation in subcontracting opportunities.

It is the policy of the METS to ensure that Proposers/Contractors shall not discriminate based on race, color, religion, national origin, ancestry, gender, age or disability in the performance of METS Contracts.

## **VII. ORAL PRESENTATIONS AND DEMONSTRATIONS**

METS may require Proposers to give oral presentations after the submittal Closing Date regarding their Proposals. At such oral presentation, Proposers may be required to demonstrate or exhibit aspects relating to their Proposal as requested by METS.

## **VIII. PRICING**

- A.** All prices expressed by the vendor in its offer must be firm, expressed in U.S. Dollars or percentages of increase or decrease defined so as to be clearly understandable and without ambiguity as to the meaning of the percentage and the amount to which the percentage is to be applied and the term in which the new percentage will be effective.
- B.** All proposal prices for the Work shall be deemed to be net amount offered to METS for the period indicated on the Revenue Projections form. METS will not be liable for any error in calculations by the vendor or subjected to revised prices during the contract term except they be mutually agreeable.

## **IX. DISCLOSURE OF PROPOSALS**

Upon submission, Proposals and other materials submitted by Proposers become “public records” subject to the right of the public to inspect and copy public records as specified in Indiana Code 5-14-3. Only those items within Proposals specifically exempted from disclosure by statute will be withheld from a public request for records. Proposers claiming exemptions to disclosure provided by law must provide, at the time of the proposal submittal, the specific statutory authority for the claimed exemption. Proposers must identify the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established by the City/METS, proposals will thereafter be made available for public inspection at the Office of METS.

## **X. EVALUATION CRITERIA**

- A.** All proposals will be rated on the criteria below by a panel of four (4) evaluators. Proposals will be awarded a maximum of 100 points on all criteria. Points assigned by each evaluator on each criterion will be added to obtain the total points awarded by each evaluator; these totals will be averaged for all evaluators to obtain a final score for each proposal.
- B.** The Evaluation Panel will consist of designated METS staff and a purchasing department employee. The Evaluation Panel may be assisted by the following non- panel individuals:
  - 1. Reference Verifier -- contacts and verifies references listed in the Statement of Qualifications and reports to the Evaluation Panel on findings on fact.
  - 2. Financial and Surety Advisor(s) -- reports to the Evaluation Panel on the sufficiency and

quality of financial information and creditworthiness, as well as insurance documentation submitted with a Technical Proposal or Cost Proposal.

3. Contact Person -- Designated Project Manager, Kerry Kamp, will serve as the information conduit between METS staff, the Proposers and the Evaluation Panel.
  4. Legal Proposer -- advises the Evaluation Panel on questions of law that may arise and ensures that the Panel, its members, and the actions and decisions of the panel do not violate existing law or METS rules, regulations, policies and procedures.
- C. METS reserves the right to select an individual or firm directly after review of all proposals or to enter into competitive negotiation with two (2) or more qualified respondents whose proposals are determined to be in the competitive range, based on the evaluation results. If interviews are conducted, all selected respondents will be notified in writing of the deadline to submit best and final offers for required services.
- D. Criteria listed in order of relative importance, most heavily weighted listed first:
1. Financial – 35%
    - a. Minimum guaranteed revenue amount. Net dollars to be rendered to METS by the successful proposer for the term of the contract and option years. Vendors are to present proposed first year sale price of ads by class and size.
    - b. Perceived ability to generate income beyond contract guaranteed amount as demonstrated by performance in similar contracts, references, net revenue share percent offered above the minimum guarantee, and company financial strength to support the proposal.
  2. Demonstration of ability to produce, solicit, sell, and maintain quality advertisements suitable for mounting in or on the buses, route maps, onboard video players, bus benches, bus shelters and other potential revenue-generating sources not currently existing. – 35%
  3. Demonstration of intent to have some kind of sales presence in the local area. – 15%
  4. Experience (as demonstrated by vendor history for past five (5) years in the marketplace), variety of market approaches as demonstrated in vendor history in the marketplace, and volume of local staffing resources as demonstrated in the response provided by the vendors detailing their dedicated and potential organizational capacity to bring high levels of resources to the marketplace. -- 15%
  5. Evaluation Panel Process

Meetings of the Evaluation Panel shall be as follows:

- a. Initial Orientation Meeting: Panel members will receive a copy of each Technical Proposal. The panel will select a Chairman. After the initial meeting, each Panel member will independently review the Technical Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to Purchasing Staff.
- b. Ranking Meetings: After the Panel members have completed their individual evaluations, the Panel will reconvene to score and conduct a ranking of the Technical Proposals. The Chairman will total and average the scores of each Panel member and

calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Technical Proposal and attachments. Additional meetings of the Panel may be convened if deemed necessary.

## **XI. PROJECT SCOPE OF WORK**

### **A. Responsibilities of the Vendor**

1. The vendor will be responsible for the sale, production and placement of advertising placed in and on any revenue-generating commuter-style vehicles including but not limited to interior bus cards, exterior tail cards and full bus wraps operated under the authority of METS, METS Route Maps, MP-5000HD Passenger Safety Announcement Players, bus benches, bus shelters and other revenue generating sources not existing at this time.
2. The vendor will establish all rates and charges for the lease of advertising in METS' buses and the terms, conditions and manner of payment thereof. A copy of any updated rate sheets will be provided to METS' Director yearly.
3. The vendor will be responsible, at its own expense, for the printing and posting of advertising signs, the removal of outdated signs, the purchase of additional bus advertising straps, the taking of photographs of installed signs, etc. No space at METS' main facility will be made available for the handling and storage of advertising signs.
4. Installation and ongoing maintenance of signs and other necessary activities must not interfere with METS' operations.

For access to vehicles for interior and exterior tail advertising, the vendor must sign in and out in accordance with METS Visitor's Policy. The vendor must also supply a detailed report of work performed on each visit that includes ads installed and ads removed, and the report must be left at METS upon departure.

Access to vehicles for full bus wrap installations and removals will be provided only at times consistent with the operational hours of the facilities. For full bus wrap installations, a minimum of two weeks' notice is required.

5. The vendor will pay METS monthly a percentage of its gross revenue, inclusive of a guaranteed minimum monthly revenue, due to METS by the seventh of each following month. The vendor will also provide copies of all contracts, accurate monthly sales, and inventory reports, the content of which will be determined by METS, to METS' Office Manager, also by the seventh of each following month. METS staff will do sporadic audits of inventories to assure accuracy. Other reports and/or information will be provided to METS as requested.
6. The vendor is responsible for removal of any exterior graphics following completion of the advertising agreement with an advertiser. Any and all adhesives used to adhere the graphics are to be removed and the area washed. Any damage done to any METS equipment upon the removal of the graphics following completion of the advertising agreement is to be paid by the advertising vendor.



7. After termination of the contract, the vendor is responsible for removal of all existing advertising, including the removal of adhesives used to adhere the graphics, and the area washed. Any damage, caused by the removal of the advertising, to any METS vehicles, equipment and/or structures are to be repaired immediately at the vendor's expense.
- B.** It is preferred, but not required, that the vendor have a local sales presence, either with a dedicated sales person or through a partnership with a local sales force.
- C.** At its convenience, METS may terminate any contract issued for bus advertising in conjunction with this RFP at any time by 30-calendar days' written notice to the vendor. Additionally, where the selected vendor fails to perform at any time in a professional manner or as required by METS, state or federal law, METS may terminate any contract for bus advertising issued in conjunction with this RFP for default by providing ten (10) calendar days written notice of the manner in which the firm is in default, or terminate as otherwise provided in the Contract between METS and the chosen vendor.

**D. Advertising**

**1. Exterior Bus Advertising**

Contractor will be responsible for installing and maintaining the advertising sold on vehicle advertising panels and spaces, and posting or removing advertising copy on METS fleet of approximately 43 vehicles, including coaches assigned to fixed routes, mobility vehicles, and shuttle services. Contractor will be responsible for the production of, cost of, installing and maintaining advertising panels. The fleet breakdown is as follows:

- 5 – 29' Gillig Low floor diesel buses
- 9 – 29' Gillig Low floor hybrid buses
- 2 – 29' Gillig Trolleys (interior advertising only)
- 8 – 35' Gillig Low Floor diesel buses
- 9 – Ford E-450 cutaways
- 2 – Ford F-550 cutaways
- 8 – Chevy 4500 cutaways

In addition, contractor is responsible for timely removal (within 7 days) of advertising copy upon expiration of individual agreements.

During periods of reduced service (Spring Break, Thanksgiving, and holiday breaks in the University of Southern Indiana (USI) student calendar), not all buses will go out the majority of days.

No advertisements, either interior or exterior, may be sold in such a way that they are route-specific.

More detailed information on the ridership, fleet, services, and service area can be found on METS' website at [www.evansvillegov.org](http://www.evansvillegov.org).

**2. Interior Bus Advertising**

Contractor will be responsible for sale of, production, cost of, installation, and maintenance of interior advertising panels on fixed route vehicles. Contractor will be responsible for the prompt removal (7 days) of panels upon expiration of individual advertising agreements.

### **3. Benches**

Installation of Bus Benches are to be completed by the Proposer. This includes the putting together of the benches and moving of benches from one site to another.

- a. Contractor will be responsible for sale, cost of, production, installation, and maintenance of bench panel advertising on approximately 200 benches placed at bus stops throughout the City of Evansville. Contractor will be responsible for the prompt removal (7 days) of panels upon expiration of individual advertising agreements.
- b. Benches can only be placed on METS designated fixed routes in the City Right of Way.
- c. Benches cannot obstruct the view of drivers at any intersection.
- d. In the event a bench is involved in an accident, it is the proposer's duty to re-erect the bench
- e. In the event a bench is destroyed in an accident, it is the proposer's duty to collect the destroyed pieces and bring them back to METS main facility at 601 John Street.
- f. In the event a bench is blown over due to any circumstances or moved from its original setting, it the responsibility of the proposer to re-erect the bench to its proper or original destination.

### **4. Shelters**

Contractor will be responsible for sale, production, installation, and maintenance of shelter panel advertising on approximately 65 passenger shelters placed at bus stops where passengers gather throughout the City of Evansville. Contractor will be responsible for the prompt removal (within 7 days) of panels upon expiration of individual advertising agreements.

### **5. METS Route Maps**

METS runs 22 routes with route maps provided free of charge to the public. Contractor will be responsible for the creation and cost of template for advertising to be placed on the Route Maps, as well as the sale of advertising for the Route Maps.

### **6. On Board Video Players**

On 7 of the 43 units METS maintains, there will be on board video players in 2020. Five units are DVR while two units are DVD. The contractor will be responsible for the selling, and production of, advertising for these units.

### **7. New Venues**

METS seeks new venues for revenue generation through advertising. Contractor must plan for the potential addition of any or all of these venue locations.

8. In the event any legislation shall be enacted prohibiting any advertising on the advertising venues in Evansville, or in the areas serviced by METS, then the Contractor and METS will renegotiate the Minimum Annual Guarantees, as specified on the Revenue Projections Form, to properly reflect the loss of revenue that may reasonably be anticipated to result from the prohibitions enumerated.

In the event of any destruction or defacing of any advertisement installed on a METS vehicle through accident outside the control of the contractor, METS shall pay the replacement cost incurred by the vendor without markup.

In the event of any destruction or defacing of any advertisement installed on bus benches or bus shelters, the Proposer would need to make the decision to replace at their cost or cancel the contract with their client. Regardless of the decision, the destroyed or defaced item shall be removed within seven (7) days of notification from METS.

#### **E. Revenue Projections –**

1. Contractor is to project revenue earnings for each year of the contract starting with year one (1) and the percentage increase per year throughout the life of the contract.
2. Contractor will be responsible for initiating and developing special advertising programs in association with METS of sponsorship for the event, sale, production, and placement of interior and exterior bus advertising through a coordinated campaign directed at unique markets that are generated by these services. The contractor will be expected to assist METS in the development of new venues, events, and special services that promote public service and create advertising potential(s) (e.g. sponsorship for various events). Contractors shall remit an abstract of possible methods to attain this task; attempting to demonstrate their ability to market, price and sell the offered services in a manner acceptable to METS.

#### **3. Projected annual goals**

Contractor shall provide a matrix of projected development of business (expressed in annual net goals for 5 years) including special neighborhood, business, organizational, and discipline advertising concepts that are presently not included in METS program. Examples of development generally outside the present mix that could be included would be:

- Neighborhood social and/or business associations introductory/informational
  - Medical associations, specialties and/or services and providers
  - Medical insurance companies
  - Collegiate institutions, sports, educational opportunities, and programs
  - Religious organizations and outreach programs
  - Trade unions and civic organization advertisements/ information
  - Fair housing initiatives through the Evansville Human Relations Commission
4. Contractor is expected to pay METS the Minimum Annual Guarantee (as set forth in the Revenue Projections form) plus a percentage of Gross Revenues if they exceed the guaranteed amount. Proposer is to include in their proposal what that percentage will be. See included Revenue Projections form. Based upon the scoring system, METS may negotiate this percentage with Proposer if it is in the best interest of METS.

Payment shall be submitted in twelve equal monthly payments. Any income due METS in excess of the guaranteed amount will be submitted no later than the fifteenth day of the first contract month following the end of the previous contract year. Revenue in this section is defined as the gross cash sums actually received by Contractor as payment minus commissions and all tax (exception being property and income). Initial year guarantee will be paid in monthly installments of 1/12th each month, commencing with the first month following the execution of the document. These installments shall be submitted by the fifth day of each month.

5. On or before the first business day of each calendar year, the Contractor shall submit to the Director of METS a complete Schedule of Rates and Charges for all advertising charges to its customer base under the proposed Contract.
6. Contractor shall furnish METS Director a detailed monthly statement, on a form provided by METS, in duplicate of Gross Revenues received from the advertisers for the display of their advertisements and two copies of all transit advertising contracts signed during the past month.

Contractor agrees that upon prior written notice, no more than one time per year, METS reserves the right at its own expense to have an annual audit conducted by a Certified Public Accountant selected by METS

7. The proposer shall examine all possible alternatives to address METS' current and future need/s.
8. Contractor shall have full control of the rates and prices to be charged for advertising and the terms, conditions, and manner of payment by advertisers.

**F. Staffing –**

Contractor shall maintain physical staffing representation in Evansville at the level to which it committed during the proposal process during the term of the contract in order to facilitate coordination between METS and the Contractor.

METS is to be kept apprised of the initial, and any subsequent appointment or removal, of an Account Director in the Evansville office responsible for METS account.

**G. All advertising in and on METS' equipment must abide by the METS' current advertising policy - STANDARDS GOVERNING ADVERTISING, REVIEW OF ADVERTISEMENTS & REQUIRED ADVERTISING MATERIALS.**

1. Proposer shall not display or maintain any advertisement that falls within one or more of the following categories:
  - a. **Demeaning or Disparaging:** The advertising contains material that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, marital or parental status, military discharge status, source of income or sexual orientation.
  - b. **Profanity:** The advertisement contains profane language, i.e., language containing certain of those personally reviling epithets naturally tending to provoke violent resentment or language that under contemporary community standards is so grossly offensive to members of the public who actually hear it as to amount to a nuisance.
  - c. **Violence:** The advertisement contains an image or description of violence including but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses in states of mutilation, dismemberment, decomposition or disfigurement and (2) the depiction of weapons or other implements or devices used in the advertisement in an act of violence or harm on a person or animal.

- d. **Unlawful Goods or Services:** The advertisement or any material contained in it, promotes or encourages, or appears to promote or encourage the use or possession of unlawful or illegal goods or services.
- e. **Unlawful Conduct:** The advertisement or any material contained in it, promotes or encourages or appears to promote or encourage, unlawful or illegal behavior or activities.
- f. **Obscenity or Nudity:** The advertisement contains legally obscene material or depicts nudity or sexual intercourse or other sexual acts. For purposes of these standards, the terms “obscene” and “nudity” shall have the meanings contained in Indiana Code Title 35 Article 49
- g. **Prurient Sexual Suggestiveness:** The advertisement contains material that incites, describes, depicts or represents sexual activities or images or descriptions of human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest. The advertisement promotes the sale of pornography, adult telephone or Internet services, escort services, nude dance clubs, sensual massage, or any other form of adult oriented entertainment.
- h. **Political Campaign and Viewpoint Speech:** The advertisement contains political viewpoint speech or philosophical viewpoint speech or political campaign speech referring to a specific ballot question, candidate for office, initiative petition, referendum, political, or philosophical viewpoint.
- i. **Endorsement:** The advertisement or any material contained in it, implies or declares an endorsement by METS of any service product or point of view, without prior written authorization of METS (through its Director).
- j. **False, Misleading or Deceptive Commercial Speech:** The advertisement proposes a commercial transaction, and the advertisement or any material in it is false misleading or deceptive.
- k. **Libelous Speech, Copyright Infringement, Etc:** The advertisement or any material contained in it is libelous or an infringement of copyright, or is otherwise unlawful or illegal, or likely to subject METS to litigation.
- l. **Disregard for Transit Safety:** Advertising cannot encourage persons to refrain from using safety precautions normally used in transit-related activities, such as awaiting, boarding, riding upon, or debarking from transit vehicles.
- m. **Unclear Identification of the Advertiser:** The advertisement is such that (1) the message or sponsorship of the advertisement cannot reasonably be determined without reference to a website or telephone number that is listed in the advertisement, and (2) that website prominently contains, or that telephone number directs callers to, material that violates these guidelines.
- n. **Non-Paid Advertising:** METS requires all advertising to be contracted according to the pricing set forth in the current publishing advertising rates as set by the Board of Directors.

METS will have the ability to approve some free advertising such as those that promote METS and in some cases Public Service Announcements. These will be approved by METS Director of Designee.

METS reserves the right to suspend, modify, or revoke the application of any or all of these Standards, as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, and to fulfill the goals and objectives of METS. All of the provisions of these Standards shall be deemed severable.

**2. Review of Advertisements:**

- a. Review by METS Director:** METS's Director or designated employee shall have authority to review each advertisement submitted for display on or in METS vehicles, equipment or facilities to determine whether the advertisement violates or may violate the Advertising Standards set forth in this document. If the Director or designee determines that an advertisement falls within, or may fall with, one or more of the categories that violate the Advertising Standards, then the Director or designee shall advise the Director of Transportation and Services of the category or categories in which the advertisements may fall.
- b. Review by Director of Transportation and Services:** The Director shall send the advertisement and supporting information (the name of the advertiser, the size and number of the advertisements, and the dates and locations on display, and notation of any violation of the Advertising Standards) to the Executive Director of Transportation and Services for review. The Executive Director of Transportation and Services shall review the advertisement and supporting information to determine whether or not the advertisement falls within , or may fall within the Standards. In the event that the advertisement falls within, or may fall within, one or more of the categories set forth in the Advertising Standards, the Director of Transportation and Services shall, in writing, specify which of the categories the advertisement falls within, or may fall within, and shall return the advertisement and supporting material to the Director.

- 3. Notification of Rejection of Advertising:** The Executive Director of Transportation and Services will send prompt, written notification to the advertiser if the advertising had been rejected, and will include a copy of this policy and will specify which of the categories the advertisement falls within or may fall within. The Director, in his or her discretion, may include with the rejection suggestions to the advertiser of changes that could be made to the advertising to make it compliant with this policy.
- 4. Appeal to the Board of Public Works:** Advertisers may appeal the rejection or advertising to the Board of Public Works by notifying the Executive Director of Transportation and Services in writing, of the desire for an appeal. The Director of Transportation and Services will promptly have the appeal request placed on the agenda of the Board of Public Works to review the proposed advertisement and to hear comments from the advertiser. The Board of Public Works President shall notify the advertiser, with a copy to the Executive Director of Transportation and Services, of the appeal decision within five days of the meeting.
- 5. Required Advertising Materials:** All materials to be used in the placement of advertising on or in METS rolling stock, station, facilities, or rights of way shall be of the highest industry standards. METS wishes to maximize the use of direct application materials on the exterior of its buses. To that end, the vinyl that will be allowed for use must be 3M products, or an approved equal, such as Controltac 160 or 180, Flexcon, or other equivalent. All static advertising displays and units to be placed on or in METS facilities or structures are subject to

review by METS prior to installation. Additionally, internal signage must be comprised of Mylar/vinyl material 1 mil minimum in thickness and must secure into the existing style of internal signage holder(s).

**XII. LOCAL VENDOR PREFERENCE**

This section does not apply on this project.

**XIII. INTERVIEW OF PROPOSER**

After the scoring process has been completed, the Proposer with the highest score will be interviewed by METS to gain additional information and determine a best and final offer for the work to be completed.

If an agreed upon cost cannot be reached, METS will continue the process until an agreement can be reached. If no agreement can be met, the METS will begin negotiations with the next highest scoring Proposer. Then if no resolution, the RFP process may begin again.

#### XIV. ADDITIONAL CLAUSES

##### **Disadvantaged Business Enterprise**

It is the policy of the City of Evansville (METS) and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE”) as defined herein and in the Federal Regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The Contractor/Offeror shall take all necessary and reasonable good faith efforts in accordance with the regulations to ensure that Disadvantage Business Enterprises have the maximum opportunity to compete for and perform the work outlined in the quote. The City of Evansville will consider the Contractor/Offeror documented good faith efforts. A list of certified Disadvantage Business Enterprises can be found online at

**User Guide:** [http://www.in.gov/indot/files/DBE\\_DirectoryUserGuide.pdf](http://www.in.gov/indot/files/DBE_DirectoryUserGuide.pdf)

**Website:** <https://entapps.indot.in.gov/DBELocator/>

The DBE participation goal for this Contract is set at 5.0%. This goal represents those elements of work under this Contract performed by qualified Disadvantage Business Enterprises for amounts totaling not less than 5.0% of the total Contract price.

##### **Government –Wide Debarment and Suspension**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 122. These provisions apply to each contract at any tier of \$25,000 or more and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in any federally assisted Award.

A list of debarment, suspension, and ineligible and voluntarily exclusion Contractors can be found online at: <https://www.sam.gov/portal/SAM/#1>

**Signed acknowledgement and agreement by Contractor, they will conform to all Clauses according to FTA C 4220.1F and according to 49CFR: including Exhibit A – A Certification of Compliance with Federal Lobbying**



**METS PROPOSAL FORM-Please Print**

I/We hereby propose to supply advertising in varying capacities to the Metropolitan Evansville Transit System (METS). In full compliance with the Request for Proposals. Proposal Document-RFP No. RFP 1603-079-2019 - Mets Transit Advertising.

Name of Firm: \_\_\_\_\_

Name of Authorized Individual: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Transit Advertising Sales Experience (or equivalent)

<u>Agency</u>	<u>Number of Years Served</u>	<u>If Transit-Number of Vehicles in Agency Fleet</u>	<u>Annual Sales</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please complete the Revenue Projections Form – A-2 and Attach to this Page.

**Execute Here**

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

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