



**Fort Wayne Public Transportation Corporation**

*Request for Proposals  
for General Legal Services*

RFP 2026-3 General Legal Services

March 16, 2026

Office of the General Manager  
Fort Wayne Public Transportation Corporation  
801 Leesburg Road  
Fort Wayne, IN 46808  
(260) 408-0035  
(260) 436-7729 fax

**REQUEST FOR PROPOSALS**

**General Legal Services**

**Issue Date: March 16, 2026**

**Proposals Due: April 13, 2026, noon E.S.T.**

**Award: on/about May 21, 2026**

**Issued by:**

**Fort Wayne Public Transportation Corporation (Citilink)**

Fort Wayne Public Transportation Corporation  
801 St. Francis Drive  
Fort Wayne, IN 46808

## **DESCRIPTION OF PROJECT AND INSTRUCTIONS TO RESPONDING FIRMS**

### **BACKGROUND**

The Fort Wayne (Indiana) Public Transportation Corporation (FWPTC) is the local government entity responsible for providing public transportation services in Fort Wayne and New Haven. FWPTC began in 1968 and is organized under I.C. 36-9-4. The FWPTC operates fixed-route bus service, Flexlink deviated fixed routes, and Access complementary paratransit demand-response van service for persons with disabilities. Fort Wayne is the second-largest city in Indiana, located in Allen County, the largest county east of the Mississippi River. 2024 Estimated population (U.S. Census) indicates the combined population of Fort Wayne and New Haven at 289,403 persons.

FWPTC transit services are provided using a workforce of approximately 105 personnel employed directly by the corporation and another 25 employees of Tidewater Transit, LLC, a third-party contractor providing paratransit and microtransit services. Drivers, mechanics, and other shop personnel are members of Amalgamated Transit Union (A.T.U.) Local 682.

FWPTC's annual operating budget for F.Y. 2026 is approximately \$19.7 million, with another \$6.2 million in planned capital investments. Funding sources include Federal, State, local, and locally-generated operating revenues.

### **SCOPE OF WORK**

FWPTC intends to secure general legal counsel to provide, but not limited to, the following services:

- Personnel matters including disciplinary proceedings, equal employment opportunity, ADA-related issues, FMLA matters, employment contracts, and transit management contracts.
- Collective bargaining matters including arbitrator selection and possible representation in binding arbitration meetings.
- Procurement, including Federal and State compliance.
- General government matters relative to a municipal corporation.
- Federal, State, and local regulatory compliance and oversight matters, including interpretation of Federal, State (Indiana Code), and local regulations.
- General policy review as new public policies are developed and/or amended.

- Specific topics related to transit matters under Indiana Code including service area and expansion of service beyond operational boundaries, taxing district, annexation and its impact on transit service area, incorporation of the additional territory into transit service area without annexation, purchase of real property, funding and finance, cumulative transportation and improvement reserve funds, annual budget and tax levies, debt issuance, bus advertising in a non-public forum and related issues, matters related to the Board of Directors, and any other issues or matters that may arise that require the services of outside legal counsel.
- Meeting Attendance – as needed and as requested by General Manager, CFO/Controller, Human Resources Director, Chief Operations Officer, or Board Chair.
- Phone calls – as needed and as required by General Manager, CFO/Controller, Human Resources Director, Chief Operations Officer, or FWPTC Board Chair. If any out-of-town travel is required, including how reasonable travel costs would be calculated and billed in the proposal.
- Represent FWPTC in any legal matters as needed, referred by General Manager, CFO/Controller, Human Resources Director, Chief Operations Officer, or Board Chair.

The general legal services to be provided are beginning on or about June 13, 2026, and ending June 13, 2031, with five additional optional years ending June 13, 2036, that may be exercised at FWPTC’s sole discretion.

Additionally, FWPTC reserves the right, at its sole discretion, to discontinue and terminate the legal services contract at any time, either with or without cause. Additionally, FWPTC intends to negotiate a contract with a firm that demonstrates the ability to promptly perform the legal services within the Scope of Work according to any legal accreditation.

## **REQUIRED SUBMISSIONS**

Each responding firm shall prepare one (1) printed copy of their proposal and one on a flash drive, or the proposal may be sent by e-mail prior to the submission deadline. Proposals must contain the following information:

- Name of firm or individual, primary mailing address, phone number, and email address, including names of principals.
- Location of home and branch offices.

- Length of time of the firm or individual has engaged in the practice of law in the State of Indiana and other states.
- A written summary of the firm's experience in representing municipal and/or public transit corporations or governmental entities, including general scope of services provided and length of time representing such municipal and/or transit corporations.
- Resumes of principal attorney that will serve as general legal counsel for FWPTC. Resumes of other primary personnel expected to represent and provide legal services to FWPTC.
- References – provide at least three (3) professional references from municipal and/or public transit corporations or governmental entities, including the name of person, title, name of municipal or public transit corporation or governmental entities, phone number, and email address of reference.
- Cost proposal using the attached cost proposal form for five (5) years in which general legal services are proposed and five (5) optional years.
- Required Certifications/Affidavits – the authorized individual of the firm, must fully execute the certifications and affidavit as enclosed in this R.F.P., and they must be submitted with your proposal as a matter of responsiveness. These certifications and the affidavit include the following:
  - Suspension and Debarment Certification
  - Lobbying Certification
  - E-Verify Affidavit
- Required Forms - the authorized individual of the firm must fully execute the forms as enclosed in this R.F.P., and they must be submitted with your proposal as a matter of responsiveness. These forms include the following:
  - Responding Firm Background Form
  - Cost Proposal Form
  - Receipt of Addenda Form
- Sample of monthly invoice
- A copy of the firm or attorney's insurance declaration page evidencing professional errors and omissions (malpractice) insurance.

An original copy of the proposal is to be placed in one package or envelope, clearly identified on its front outside surface as "General Legal Counsel Proposal" and addressed to the following:

John Metzinger  
General Manager/CEO  
Fort Wayne Public Transportation Corporation  
801 Leesburg Road  
Fort Wayne, IN 46808

Alternatively, the entire proposal may be sent by e-mail.  
Email to: [jkm@fwcitilink.com](mailto:jkm@fwcitilink.com)

Proposals must be received at the above address no later than April 13, 2026, at 12/noon E.S.T.

## **ADDENDUM**

Any change in the conditions or terms of this R.F.P. will be sent to all prospective responding firms. All such addenda shall become a part of the Contract.

## **RIGHTS OF REJECTION**

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

## **RESPONSIVE RESPONDING FIRMS**

The FWPTC General Manager shall determine if each responding firm is responsive. Its conformance shall determine the responsiveness of each proposal to the scope of work and legal requirements of the R.F.P. Any proposal that fails to conform to the essential requirements of the R.F.P. shall be deemed non-responsive and accordingly rejected. Fully executed Federal certifications, the State E-Verify affidavit, and required forms must be submitted with proposals to be considered responsive.

## **RESPONSIBLE RESPONDING FIRMS**

Responsible responding firms are those prospective firms which, at a minimum, show that the firm:

- Has adequate financial resources, as required during the performance of the Agreement.
- Has a satisfactory record of past performance with clients analogous to FWPTC.
- Has the necessary organization, facilities, personnel, capability, and expertise to perform the legal services expected by FWPTC.

- Is not on the U.S. Comptroller General’s list of ineligible contractors or has not been debarred or suspended as discussed in the Debarment and Suspension Certification in Appendix A of this R.F.P. document.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations. FWPTC shall determine whether or not the evidence submitted is satisfactory. FWPTC will make awards only when such evidence is deemed satisfactory and reserves the right to reject proposals where evidence submitted is determined to be fraudulent or evaluation and investigation indicate the responding firm's inability to perform.

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

**BASIS OF EVALUATION AND CONTRACT AWARD**

A contract shall be awarded to the responsive and responsible responding firm whose proposal is most advantageous to the FWPTC.

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

Criteria	Points
Experience and qualifications of the firm or individual in representing municipal and/or public transit corporation or governmental entities.	25
Experience and qualifications of the proposed project manager and team proposed to undertake the scope of services.	25
Professional references provided and the comparability of the references to the FWPTC scope of work.	25
Proposed fees for the services to be provided.	25

The FWPTC reserves the right to preliminarily score proposals and interview finalists before the final scoring of proposals. The FWPTC assumes no liability for any costs incurred by any individuals or firms responding to this R.F.P. or participating in any

interviews. The FWPTC Board of Directors shall consider the evaluation committee's recommendation and decide the final award of the Contract.

Contract award shall be made only to a responding firm found to be both responsive and responsible. Responsive proposals are those complying with all material aspects of this R.F.P., both as to the method and timeliness of the submission and the substance of the proposal.

Proposals that do not comply with all the terms of this R.F.P. will be deemed non-responsive and rejected.

## **INDEMNIFICATION**

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

## **WITHDRAWING PROPOSALS**

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

## **COMMUNICATIONS WITH RESPONDING FIRMS**

Communications with responding firms and potential responding firms after the R.F.P. is issued will only be done in writing. After the release of the R.F.P., all other communication must be in writing to the FWPTC General Manager. The General Manager's written response will be sent to all responding firms and prospective responding firms.

## **ERRORS IN PROPOSALS**

Responding firms or their authorized representatives are expected to fully inform themselves about the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the responding firm's own risk, and he/she cannot secure relief on the plea of errors.

## **FINANCIAL STATEMENTS**

Responding firms may be requested to submit financial statements or other financial data to demonstrate that the responding firm is financially responsible for receiving the award.

## **TAXES**

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

## **ASSIGNMENT OF CONTRACT**

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

## **APPLICABLE LAW AND VENUE**

The work performed by the successful responding firm in response to this R.F.P. shall comply with all applicable Federal, State, and local laws and their respective rules and regulations. This compliance shall be at the successful responding firm's expense. Venue for any legal action arising out of this Contract and between the parties hereto shall be exclusively in the state courts in Allen County, Indiana.

## **PROTEST PROCEDURES**

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

to the FWPTC General Manager within seven (7) days following the proposal award. Copies of FWPTC's detailed protest procedures are available by contacting the General Manager.

## **PROJECT SCHEDULE**

The following is the tentative schedule for this Project:

Issue Requests for Proposals	March 16, 2026
Proposals due	April 13, 2026, 12 noon
Review proposals and possible interviews	April 14 to May 20, 2026
Selection of firm	May 21, 2026
Contract execution	By June 10, 2026
Project startup	June 13, 2026

## TERMS AND CONDITIONS

**With the submission of a proposal, responding firms (also referred to as “Contractor”) agree to all of the requirements summarized in the following required clauses, in which (“recipient” refers to Citilink):**

### **1. RESTRICTIONS ON LOBBYING**

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000;  
or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## **2. SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

### **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **3. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **4. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **5. SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **6. TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## **7. 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 CITILINK.

#### **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: \_\_\_\_\_

**8. Access to Records and Reports** - (1) The Contractor agrees to permit any of the following parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed: FWPTC, Federal Transit Administration (F.T.A.), the Comptroller General of the United States or any of their authorized representatives, the Secretary of Transportation of the United States or any of their authorized representatives, and the Indiana State Board of Accounts.

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

**Federal Changes** - Contractor shall at all times comply with all applicable F.T.A. regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement between FWPTC and F.T.A., as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

**9. No Obligation by the Federal Government.** -(1) The FWPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the FWPTC, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by F.T.A. It is further agreed that the clause shall not be modified except to identify the subcontractor who will be subject to its provisions.

**10. Program Fraud and False or Fraudulent Statements or Related Acts** - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. D.O.T. regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made; it may make or causes to be made, pertaining to the underlying Contract F.T.A. assisted Project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by F.T.A. under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**11. Cargo Preference - Use of United States-Flag Vessels** - The Contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating

within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the F.T.A. recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

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

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

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

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

**14. Opportunity to Cure** - The FWPTC, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such a case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the FWPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the FWPTC setting forth the nature of said breach or default, the FWPTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the FWPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

**16. Civil Rights** - The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42

U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements F.T.A. may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. D.O.L.) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements F.T.A. may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements F.T.A. may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to the employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements F.T.A. may issue.

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

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

**19. Incorporation of Federal Transit Administration (F.T.A.) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by D.O.T., whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by D.O.T., as set forth in F.T.A. Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all F.T.A. mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Wayne Public Transportation Corporation requests, which would cause Fort Wayne Public Transportation Corporation to be in violation of the F.T.A. terms and conditions.

**20. Rights in Data** - The following requirements apply to each Contract involving experimental, developmental, or research work:

1. The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the FWPTC or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the FWPTC or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal Government purposes,” any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, “for Federal Government purposes” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not copyright has been obtained; and

2. Any rights of copyright purchased by the FWPTC or Contractor using Federal assistance in whole or in part provided by F.T.A.

(c) When F.T.A. awards Federal assistance for experimental, developmental, or research work, it is F.T.A.’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless F.T.A. determines otherwise, the FWPTC and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit F.T.A. to make available to the public either F.T.A.’s license in the copyright to any subject data developed in the course of that Contract or a copy of the subject data first produced under the Contract for which copyright has not been obtained. If the experimental,

developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the FWPTC or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by F.T.A. for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the FWPTC and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the FWPTC or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Neither the FWPTC nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the FWPTC or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the FWPTC or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless F.T.A. determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by F.T.A.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local Government, nonprofit organization, institution of higher education, individual, etc.), the FWPTC and the Contractor agree to take the necessary actions to provide, through F.T.A., those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by F.T.A.

**21. Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the FWPTC and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until F.T.A. is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local Government, nonprofit organization, institution of higher education, individual), the FWPTC and the Contractor agree to take the necessary actions to provide, through F.T.A., those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by F.T.A.

## **22. Disadvantaged Business Enterprises**

a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (D.B.E.) is 10%. The FWPTC's overall goal for D.B.E. participation is 1.00 percent. There is no specific set aside goal for this Project.

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

c. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the FWPTC. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

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

**23. Suspension and Debarment** - This Contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or responding firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by FWPTC. If it is later determined that the bidder or responding firm knowingly rendered an erroneous certification, in addition to remedies available to FWPTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or responding firm agrees to comply with the requirements of 49 C.F.R. 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or responding firm further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

**24. Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**25. Recycled Products** - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

**Disputes** - Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the General Manager of the FWPTC. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FWPTC General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FWPTC General Manager shall be binding upon the Contractor, and the Contractor shall abide by the decision.

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

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages, therefore, shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the FWPTC and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree or in a court of competent jurisdiction within the State in which the FWPTC is located.

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

## **26. Prompt Payment**

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

A. If the prime bidder or firm fails to pay the subcontractor or firm within thirty (30) days, the prime bidder or firm must notify FWPTC and the subcontractor or firm, in writing, of its intention to withhold all or a part of the subcontractor or firm's payment with the reason for nonpayment.

B. The bidder or firm is obligated to pay interest to the subcontractor or firm on all amounts owed by the bidder or firm that remain unpaid after thirty (30) days following receipt by the bidder or firm of payment from FWPTC for work performed by the subcontractor or firm under that Contract, except for amounts withheld as allowed in subdivision (A) of this section. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by the bidder or firm to make prompt payment to the subcontractor or firm hereinbefore provided will result in notification to the bidder or firm's bonding company by FWPTC.

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

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

**27. Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the FWPTC and understands and agrees that the FWPTC will, in turn, report each violation as required to assure notification to F.T.A. and the appropriate E.P.A. Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by F.T.A.

**28. Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the FWPTC and understands and agrees that the FWPTC will, in turn, report each violation as required to assure notification to F.T.A. and the appropriate E.P.A. Regional Office.

**29. Americans with Disabilities Act and A.D.A. Access** - The Contractor agrees to comply with the requirements of 49 U.S.C. 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (A.D.A.), as amended, 42 U.S.C. 1201 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. D.O.T. regulations, "Transportation Services for Individuals with Disabilities (A.D.A.), "49 C.F.R. Part 37;
- (2) U.S. D.O.T. regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) U.S. D.O.J. regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (4) U.S. D.O.J. regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 41 C.F.R. Subpart 101-19.

**30. No Investment in Iran**

The Contractor must agree to verify, complete, and comply with the Certification Regarding Investment and Investment Activities in Iran. The Contractor must comply with Indiana Code §5-22-16.5, et seq verifying that the Contractor is not engaged in any investment activities in Iran. False certification may result in the consequences set forth in Indiana Code §5-22-16.5.

**1.4 CERTIFICATION REGARDING INVESTMENT AND INVESTMENT ACTIVITIES IN IRAN**

The undersigned certifies under penalties of perjury, pursuant to Indiana Code §5-22-16.5, et seq. that \_\_\_\_\_

(Contractor) is not engaged in investment activities in Iran (as defined in Ind. Code §5-22-16.5-8) The undersigned acknowledges that false certification may result in the consequences set forth in Indiana Code §5-22-16.5.5-14.

\_\_\_\_\_  
Authorized Signature Printed Name

\_\_\_\_\_  
Address City, State, Zip Code

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he/she executed the same in the capacity therein stated and for the purposed therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public

### Indiana E-Verify Affidavit

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

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

Business Entity: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

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

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

Important – Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

SS: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires: \_\_\_\_\_

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

Residing in \_\_\_\_\_ County,

State of \_\_\_\_\_

**General Legal Services  
Debarment and Suspension Certification Form**

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$25,000).**

**Instructions for Certification**

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the FWPTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the FWPTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact the FWPTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the FWPTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method

and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require the establishment of the system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which a prudent person normally possesses in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the FWPTC may pursue available remedies including suspension and/or debarment.

**“Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction”**

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

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

Signature of Contractor’s Authorized Official:

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Name and Title of Contractor’s Authorized Official:

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

## General Legal Services Lobbying Certification Form

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

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

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

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

This certification is a material representation of the 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 \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official

\_\_\_\_\_  
Date

**FORT WAYNE PUBLIC TRANSPORTATION CORPORATION**

**RESPONDING FIRM BACKGROUND FORM – GENERAL LEGAL SERVICES**

FIRM NAME \_\_\_\_\_

FIRM  
ADDRESS \_\_\_\_\_

ARE YOU A DBE CERTIFIED BY INDOT? \_\_\_\_\_ YES \_\_\_\_\_ NO

NUMBER OF ATTORNEYS IN THE FIRM: \_\_\_\_\_

AGE OF FIRM \_\_\_\_\_

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

**FORT WAYNE PUBLIC TRANSPORTATION CORPORATION  
RECEIPT OF ADDENDA FORM – GENERAL LEGAL SERVICES**

The undersigned acknowledges receipt of the following addendums to the Documents (give number and date of each):

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

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the invitation, which would require rejection of the proposal. The outside of the envelope carrying the bid shall be marked to show addenda and amendments received.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**FORT WAYNE PUBLIC TRANSPORTATION CORPORATION COST PROPOSAL  
FORM –  
GENERAL LEGAL SERVICES**

Proposed Yearly Fee Schedule

**Year 1:**

Cost per Hour:

Partner: \$\_\_\_\_\_

Para-Legal \$\_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Year 2:**

Cost per Hour:

Partner: \$\_\_\_\_\_

Para-Legal \$\_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Year 3:**

Cost per Hour:

Partner: \$\_\_\_\_\_

Para-Legal \$\_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Year 4:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Year 5:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Optional Year 6:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Optional Year 7:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Optional Year 8:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Optional Year 9:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_

**Optional Year 10:**

Cost per Hour:

Partner: \$ \_\_\_\_\_

Para-Legal \$ \_\_\_\_\_

Other Legal Positions list and quote Price per hour:

\_\_\_\_\_

Position Price per Hour:

\_\_\_\_\_