

REQUEST FOR PROPOSALS (RFP)  
City of Decatur, Illinois  
Decatur Public Transit System

Advertising Broker  
RFP #TRANSIT 2022-03

CITY OF DECATUR  
DECATUR PUBLIC TRANSIT SYSTEM  
555 E WOOD ST., DECATUR, IL 62523-1325

Bid Due Date: July 11, 2022

LEGAL NOTICE  
June 21st, 2022

1. **SCOPE** - Proposals are hereby requested by the City of Decatur, Illinois, ("City") for the services of an advertising broker to handle all advertising on the City's fleet of 23 buses, and 5 paratransit cut-always currently operated by the Decatur Public Transit System (DPTS). The advertising broker will serve the following functions:

- set and control the price of advertising space on the buses and paratransit vehicles;
- control the use of advertising space throughout DPTS fleet;
- solicit and negotiate contracts for bus and paratransit advertising;
- refuse objectionable, inappropriate and illegal advertising content;
- arrange the placement, removal and repair of signs; and
- handle all aspects of advertising contracts including invoicing, collection and legal issues.

DPTS will offer unused interior bus ad space to government entities. The only cost for the government entity would be to cover the printing and material expense of the bus cards. As a value-added service, DPTS prefers a contractor that can provide affordable interior bus cards for DPTS and approved government entities. Other revenue generating interior bus cards take precedence over interior cards provided at no cost.

The successful Contractor shall allow DPTS to display advertising and notices pertaining to its own operations, or public service advertising in unsold spaces and locations at cost. The Contractor may not sell or install more than four (4) full bus wraps at any given time.

DPTS does not currently sell advertising space for our bus shelters or benches. DPTS is also evaluating the need for a Micro-transit fleet. DPTS may wish, at a later date, to engage the selected Contractor to sell advertising for these vehicles and at select locations. However, DPTS does not guarantee that this space or additional vehicles will be made available during the term of the agreement.

Contractors are welcome, but not required, to submit preliminary proposals on optional future advertising space as a part of their response to this request for proposals. However, the evaluation of proposals will be based on the advertising scope described in the "Scope of Work" section.

2. **CONTRACT TERMS** - Most of the funding to operate DPTS is provided under financial assistance contracts between the City of Decatur and the Illinois Department of Transportation, and the U.S. Department of Transportation, Federal Transit Administration. The contract for providing such services shall be in accordance with the terms and conditions set forth in the RFP package, as required by the funding agencies.

3. **PRICING AND CONTRACT LENGTH** – The mount of the ensuing contract shall be based on a percentage of advertising revenue and/or a firm, fixed amount per month. The contract shall be for a five (5) year period beginning on August 1, 2022.

BACKGROUND AND DESCRIPTION – DPTS provides service to over 74,000 people in the city of Decatur and the surrounding area, the service area is about 53 square miles, covering all of Decatur, most of the Village of Forsyth part of two other villages and some unincorporated areas. It is a "blue collar" community with large industries such as Archer- Daniels Midland and Caterpillar Tractor Company located here. Approximately 15% of the population is composed of minority persons.

Decatur is located in central Illinois and is placed at the center of a 50-mile radius ring of small cities, containing over 500,000 people. Decatur is less than 50 miles away from Springfield, the state capitol, Champaign-Urbana, Bloomington-Normal and Lincoln, and is about 85 miles from Peoria. Decatur is about 120 miles from St. Louis and about 180 miles from Indianapolis and Chicago.

DPTS provides fixed route public transportation using its fleet of 23 buses, 5 paratransit vehicles and 2 trolley replica coaches. The annual transit operating budget is currently about \$7.6 million. DPTS expects to log about 1 million bus miles on 15 fixed bus routes. DPTS also provides ADA Paratransit services throughout the city, with (5) five paratransit vans running daily.

The following tables shows the number-and size (in inches) of bus advertising frames mounted on the Transit System's 23 buses and five (5) paratransit vehicles.

Location	(4) 2001 35' Gillig	(14) 2019 30' Gillig	(4) 2020 30' Gillig
FRONT	21X38	21X38	21X38
REAR	21X72	21X72	21X72
STREET SIDE	30X144	30X108	30X108
CURB SIDE	30x88	30X76	30X76
Card Insert Display	11X28	11X28	11X28

Location	(1) 2010 Paratransit E350 Eldorado	(1) 2011 Paratransit E450 Eldorado	(1) 2012 Paratransit E450 Eldorado	(2) 2017 Paratransit E450 Starcraft
FRONT	N/A	N/A	N/A	N/A
REAR	80x87	86x96	86x96	87x95
STREET SIDE	22x157	26x177	26x177	21x181
CURB SIDE	22x97	26x117	26x117	21x121

Note that the sign frames may be removed in order to accommodate "bus wrap" advertising, and that each bus also has 2 full-length interior sign racks.

4. **SUBMISSION OF PROPOSALS** --Sealed proposals will be received until 4:00 p.m. (Central Time) on July 11, 2022, at the following office:

Decatur Purchasing Division  
#1 Gary K. Anderson Plaza, Ground Floor  
Decatur, Illinois 62523

All proposals, either mailed or hand delivered, must be received at that address by the deadline stated above. The proposer must submit his/her proposal in a sealed envelope or box that is clearly marked with the words.

Proposal for Advertising Broker Decatur Public Transit System Deadline: 4:00 p.m., July 11, 2022

The proposer must submit the original and one (1) copy of his/her proposal and all of the required certifications and affidavits. The responsibility for submitting the proposal (including all documents requested herein) is solely and strictly that of the proposer. The City shall in no way be responsible for delays in the delivery of the mail or delays caused by some other occurrence.

5. **PROPOSAL POSTPONEMENT AND AMENDMENT** - The City reserves the right to postpone the deadline for submitting proposals and the opening of the proposals, and to revise or amend the specifications at any time up to the deadline for submitting proposals. Such changes, revisions and amendments, if any, shall be announced to each prospective proposer by written addenda to this solicitation. Proposers are requested to contact the Mass Transit Administrator if, upon review, material errors in the specifications are found. Errors must be pointed out before the deadline for submitting proposals to allow for review and subsequent clarifications on the part of the City. In any case, the deadline for submitting proposals shall be at least seven (7) calendar days after the last amendment, and the amendments shall include an announcement, if applicable, of the new deadline for submitting proposals.
6. **REQUESTS FOR ADDITIONAL INFORMATION** - Proposers requiring additional information regarding the proposed services may contact the Decatur Public Transit System directly. The Mass Transit Administrator will gladly discuss the general terms of the contract with you. However, requests for additional information on, or for clarification of, the specifications must be received in writing four (4) days before the proposal deadline to allow time for response to the request. All contact should be directed to:

Lacie Elzy, Grants and Procurement Manager  
City of Decatur, Decatur Public Transit System  
555 E Wood St.  
Decatur, IL 62523-1325  
(217) 542-3559  
E-mail: [lelzy@decaturil.gov](mailto:lelzy@decaturil.gov)

Any spoken communication given is not binding upon the City until it is communicated in written form to all known potential proposers.

7. **PREPARATION OF PROPOSALS** - All proposers are expected to examine the specifications and all instructions. Failure to do so will be at the proposer's risk. Each proposer must furnish the information required by this solicitation. Proposers must sign and submit all proposal forms, certifications, and affidavits. Erasures or other changes of entries made by the proposer must be initialed by the person signing the proposal. Proposals signed by an agent are to be

accompanied by evidence of that person's authority, unless such evidence has been previously furnished.

8. **REQUIRED PROPOSAL CONTENTS AND FORMAT** - The submitted proposal must include the required contents and follow the format outlined below. (Instructions for each exhibit are provided.) There is no page limitation in document size, and graphic illustrations may be included in the document. However, any information submitted is expected to be relevant to this request for proposals and this project. Brochures and other promotional materials may not be substituted for filling out the requested forms or information. The forms supplied, or the same format, shall be used to provide a uniform response to the information requested. Proposals that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each of the following items must be included in each submitted proposal. Proposers must make certain that all items are completed and labeled as instructed.

**Cover Letter-** On company letterhead briefly introduce your firm. Provide the name of your contact person with his/her telephone numbers. This letter must be signed by an individual authorized to commit the firm's personnel and financial resources to the project, and to execute legal documents for the company.

The City encourages Disadvantaged Business Enterprise (DBE) participation for this project. It is the policy of the City to support and encourage participation of DBEs in the utilization of programs, activities, and contracting opportunities funded in whole or in part by the United States Department of Transportation in accordance with the regulations contained in 49 CFR Part 23, as amended. DBE consist of small business concerns, which are at least fifty-one percent (51), owned and controlled by one or more socially and economically disadvantage individuals. If applicable the proposer should state in the cover letter that the firm qualifies for DBE status. (Each DBE company will be required to complete and submit to the City a DBE certification form with the final contract document.)

**Exhibit A:** Proposed Scope of Work- Using the list of functions identified by the City in Section 1 above as a starting point, briefly outline and explain the scope of work that your firm will perform in providing his service. Any function, which you propose as being the responsibility of the City, must be clearly noted.

**Exhibit B:** Summary of Experience - Submit a list of transit agencies, which the proposer is now serving or has served in the past as an advertising broker. The list must include a brief description of the type of service provided for each transit agency, the dates of this service, and the name and telephone number of a contact person at each transit agency.

**Exhibit C:** Pricing - The amount of the ensuing contract shall be based on a percentage of advertising revenue and/or a firm, fixed amount per month. The contract length shall be five (5) years and the amount may vary by month, by year. Submit a statement or table of the proposed contract amount (e.g. a percentage amount and/or a fixed dollar amount) covering the full five year contract period.

**Exhibit D:** Ineligible Contractor Certificate - Each proposer must complete and execute the enclosed form marked "**Exhibit D**".

**Exhibit E:** Non-Collusion Disclosure - Each proposer must complete and execute the

enclosed form marked "**Exhibit E**".

9. **PROPOSAL MODIFICATION OR WITHDRAWAL** - Proposals may be modified or withdrawn prior to the deadline set for the submission of proposals. All proposal modifications must follow all of the same procedures as for the submission of proposals. After the deadline for the submission of proposals, proposals shall not be modified or withdrawn for a period of sixty (60) days. Unless an extension is agreed to by both parties, proposals shall be considered to be void sixty (60) calendar days after the submittal deadline.
10. **QUALIFICATIONS FOR AWARD** - Contract award shall be made only to a proposer found to be both responsive and responsible. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of the submission and as to the substance of the proposal. Proposal submissions which do not comply with all the terms of the solicitation may be rejected as non-responsive.

Responsible proposers are those prospective contractors who, at a minimum, must:

- (i) Have adequate financial resources, as required during performance of the Agreement, or the ability to obtain sufficient working capital.
- (ii) Have a satisfactory record of past performance in similar projects.
- (iii) Have the necessary organization, facilities, personnel, capability and expertise to perform the tasks expected under this project.
- (iv) Certify that they are not on the U.S. Comptroller General's list of ineligible contractors.
- (v) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

The City shall determine whether the evidence submitted is satisfactory. The City shall make awards only when such evidence is deemed satisfactory and reserves the right to reject proposals where information submitted is determined to be fraudulent, or evaluation and investigation indicates inability of the proposer to perform.

Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

11. **PROPOSAL REJECTION** - The City reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers. The City reserves the right to accept any proposal or any part or parts thereof or to reject any and all proposals submitted. Conditional proposals, or those that have taken exception to the specifications, will be considered non-responsive and will be rejected. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal submission may be cause for its rejection.

**12. PROPOSER EVALUATION AND SELECTION PROCESS** - The evaluation of proposals will be conducted by a selection panel. The following criteria are listed in priority order and will be followed to evaluate the information submitted in each proposal:

1. Revenue – 40%

Both the proposed percentage payment and proposed guaranteed minimum monthly payment will be evaluated.

2. Professional Competence & Experience 25%

The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client/customer satisfaction. The extent to which the firm has personnel with the necessary experience and technical skills to perform the work.

3. Overall Methodology 15%

The extent to which the firm's strategy maximizes sales and revenue throughout the term of the agreement.

4. Proposal 20%

The extent to which the firm's proposal is organized, complete, and demonstrates a thorough understanding of the service described in this RFP. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

The successful proposer, pending formal approval, will be the firm that receives the highest aggregate evaluation score, and in the opinion of the selection panel is determined to be in the best interest of the City. The scoring and ranking of proposers will be the responsibility of the selection panel. However, the acceptance or rejection of the ranking will be the responsibility of the Decatur City Council, and their decision shall be final.

**13. AWARD PROCEDURE AND CONTRACT NEGOTIATIONS** - Within thirty (30) calendar days after proposal opening, the City shall attempt to reach agreement with the highest ranked proposer on the wording of a contract. The contract shall include all Federal and State language required for projects of this type. Once agreement is reached on the final contract document, it will be sent to the Decatur City Council for approval. Within sixty (60) calendar days after proposal opening, the City shall attempt to complete the contract approval process and to deliver documents to the proposer for signing.

**14. PROTEST AND APPEALS**-Any protest or objection to the conditions, specifications or terms of this Request for Proposals or Agreement must be submitted for resolution to the Mass Transit Administrator. Protests must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection shall not be considered by the City if it is insufficiently supported or if it is not received within the following time limits:

- All protests based upon restrictive specifications, the proposed evaluation and selection process, or similar issues concerning this Request for Proposals, must be submitted to the City no later than the specified proposal submission deadline.
- Protests concerning alleged improprieties or other issues arising after the opening of proposals must be submitted to the City within five (5) days after announcement of the firm ranked highest/best by the selection panel.

The decision of the Protest Review Board shall be final. The Protest Review Board will be comprised of the DPTS General Manager, the City Purchasing Supervisor, and the Legal Counsel for the City. No further appeals will be considered by the City.

15. **VENUE AND JURISDICTION** - All work done pursuant to any agreement resulting from this Request for Proposals will be controlled and governed by the laws of the State of Illinois and any actions related to this RFP and resulting services provided must be filed in a Federal court in the State of Illinois capable of hearing the case.
16. **ASSIGNMENT AND/OR SUBCONTRACTING** - A submitted proposal and, if accepted, the resultant contract may not be assigned without permission of the City. A listing of all subcontractors, if any, and the portion of the services that they will provide must be submitted with the proposal. If subcontractors are listed, this does not relieve the successful proposer (Contractor) from any prime responsibility of complete and acceptable performance under any awarded contract.

The contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this contract, without the prior concurrence of the City. All such subcontracts, agreements, and force work shall be handled as prescribed for third-party contracts, agreements and force-account work by the Illinois Department of Transportation (IDOT) manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City for approval.

17. **REQUIRED CLAUSES** - Appendix A, "REQUIRED CLAUSES", contains language required to be included in any contract arising from this request for proposals. Also, the contractor or subcontractor must insert in any subcontracts the clauses set forth in Appendix A - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.
18. **PROPOSED CONTRACT**-Appendix C, "PROPOSED CONTRACT", is a sample contract based on the City's current contract and is similar to that which the successful proposer will be required to execute.



## **APPENDICES**

Appendix A: Appendix B: Required Clauses

Forms for Exhibits "D" and "E"

Exhibit D: Ineligible Contractor Certificate

Exhibit E: Non-Collusion Disclosure

Appendix C: Proposed Contract-

Appendix A: Required Clauses

Incorporation of Federal Transit Administration (FTA) Terms. The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions... All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City of Decatur which would cause the City of Decatur to be in violation of the FTA terms and conditions.

Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Decatur and FTA, as they may be amended or promulgated from time to time during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

### **No Obligation by the Federal Government.**

- (1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, 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 the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 in part. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R Part 31, apply to its actions pertaining to

this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract :financed in whole or in part with Federal assistance provided by FTA It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions. 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. Access to Records. The following requirements apply to this contract but do not apply to any subcontracts.
4. The Contractor agrees to provide the City of Decatur, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing-parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Decatur, the FTA Administrator, the Secretary of Transportation, 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) (II). Civil Rights.
6. 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, 47 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
7. (2) Equal Employment Opportunity -(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal

employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project the Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (b)

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

**Suspension and/or Debarment:** 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 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in-addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**Disputes:** Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City Manager of the City of Decatur. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. 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 City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Termination:**

- (1) Termination for Convenience the City of Decatur may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Decatur'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 City of Decatur to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Decatur, the Contractor will account for the same and dispose of it in the manner the City of Decatur directs.
- (2) Termination for Default, Breach or Cause If 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 City of Decatur 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 services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Decatur 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 City of Decatur, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- (3) Opportunity to Cure the City of Decatur in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Decatur's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City of Decatur setting forth the nature of said breach or default, City of Decatur 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 City of Decatur from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (4) Waiver of Remedies for any Breach In the event that City of Decatur elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Decatur shall not limit City of Decatur's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### APPENDIX B: FORM FOR EXIDBITS "D" AND "E"

Exhibit D: Ineligible Contractor Certificate Exhibit E: Non-Collusion Disclosure

EXHIBIT D

INELIGIBLE CONTRACTOR CERTIFICATE RE: ADVERTISING BROKER

(Name of the contractor)

hereby certifies that neither it nor its 11principals11 [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.

When the prospective contractor or subcontractor is unable to certify to the statements .in this certification, such prospective participant shall attach an explanation to this certificate.

Date:

Company Name:

Authorized Representative:

Title:

Signature:

EXHIBIT E

Affidavit of Non-Collusion

Required with Proposal

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

(Name of Organization)

\_\_\_\_\_

(Title of Person Signing)

\_\_\_\_\_

(Signature)

ACKNOWLEDGEMENT

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

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

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_. (Name of person).

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires:  
\_\_\_\_\_

## APPENDIX C:

### PROPOSED CONTRACT

### TRANSIT ADVERTISING BROKER CONTRACT

This contract (hereinafter called the "Agreement,") is made between the City of Decatur, Illinois (hereinafter called the "City"), and (hereinafter called the "Contractor"). The City and the Contractor in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

#### 1. DEFINITIONS

Advertising - the removable panel intended to be attached to the interior and/or exterior of the City's standard transit coaches and the words, pictures and symbols visible to the public, which are put on the panel.

Billing - The total of all payments that the Contractor requests from clients in a calendar month.

Bus - A standard City transit coach for transporting passengers which is either in use or standing by as a spare on a daily basis, but not including a transit coach that is assigned to a contingency status in long term storage. The term "bus" shall not include trolley-replica transit coaches operated by the City.

Client - The person or company that has entered into a contract with the Contractor to install advertising on the City's buses.

Eliminating buses - Selling buses or assigning buses to a contingency status in long-term storage.

#### 2. AGREEMENT DURATION

This Agreement shall be in full force and effect for a period of five (5) years, starting at 12:00a.m. (CST) on July 1, 2022 and ending at 11:59 p.m. (CST) on July 31, 2025, unless otherwise lawfully terminated under the provisions of this agreement.

#### 3. SCOPE

The Contractor shall serve the following: functions:

- set and control the price of advertising space on the buses;
- control the use of advertising space on the buses;
- solicit and negotiate contracts for bus advertising;
- refuse objectionable, inappropriate and illegal advertising content;
- arrange the placement, removal and repair of signs;
- handle all aspects of advertising contracts including invoicing, collection and legal issues; and
- other services which may from time to time be required to fulfill the intent of this Agreement



4. **PAYMENT TERMS**

- A. In consideration of the rights and privileges granted under this Agreement, the Contractor shall make payments to the City as follows:

Percentage Payments per Month during the Agreement

- XX.00% of billings per month in the first 12 month period
- XX.00% of billings per month in the second 12 month period
- XX.00% of billings per month in the third 12 month period
- XX.00% of billings per month in the fourth 12 month period
- XX.00% of billings per month in the fifth 12 month period

Guaranteed Payments per Year during the Agreement

- \$ XX, 000.00 in the first 12 month period
- \$ XX, 000.00 in the second 12 month period
- \$ XX, 000.00 in the third 12 month period
- \$ XX, 000.00 in the fourth, 12 month period
- \$ XX, 000.00 in the fifth 12 month period

If the total of the payments for any year (12-month period) does not exceed the guaranteed payment amount, then the Contractor shall pay the City the amount of the difference.

- B. The percentage payment shall be based upon the monthly billings by the Contractor and not upon monthly receipts. Contractor bears the responsibility for all uncollectible billing, except in the case of a legally filed bankruptcy.
- C. The guaranteed payment and the percentage payment rate shall be appropriately adjusted, by mutual consent of the parties, in the event that the City eliminates buses or adds buses to its fleet.
- D. The Contractor shall furnish the City each month a copy of the client billing and at the same time shall remit to the City the percentage payment for that month, or the guaranteed payment for the year (12 month period), as specified above.

5. **OBLIGATIONS OF CONTRACTOR**

- A. The City hereby grants to the Contractor the exclusive right and privilege to solicit, sell, and display advertising on the interior and exterior of buses operated by the City. The Contractor shall operate to maximize the revenue generated from such advertising. The Contractor shall provide this service in accordance with this Agreement.

- B. Advertising displayed under the terms of this Agreement shall be of a reputable character, shall conform to recognized business standards, shall not be found to be objectionable by the City, and shall not conflict with the laws or regulations of the United States of America, the State of Illinois, or the City of Decatur.

Advertising for a candidate for office or concerning an issue shall be limited as follows:

- Advertising for candidate for any elected office shall be limited to a photograph or graphic of the candidate (and family) and/or text identifying the candidate, the office she/he seeks, her/his party affiliation, a message requesting that voters vote for her/him, the date of the election, and the names of those sponsoring this advertisement.
  - Advertising concerning an issue shall be limited to text that identifies the issue by its commonly used name, a message requesting that the public do or do not support this issue, the date that this issue is to be voted on, if any, and the names of those sponsoring this advertisement. The City shall have the right to require the removal of any advertising that brings disrepute upon the City or is found to be objectionable by the City, and the Contractor shall remove such advertising within a reasonable period of time. The Contractor should consult the City before producing any advertising that the City might determine to be unacceptable.
- C. All advertising shall be provided, installed, changed, repaired and removed at the sole expense of the Contractor, except when it is removed by the City for the purpose of repairing; maintaining or cleaning the buses and the advertising frames.
- D. The Contractor shall be knowledgeable of and shall comply with all applicable federal, state and local laws and regulations. The contractor shall be solely responsible for the payroll, insurance coverage, benefits, personnel administration, and supervision of all personnel hired by the Contractor to provide the services required by this Agreement.
- E. Throughout the duration of this Agreement, the Contractor shall obtain and maintain, at the Contractor's sole cost and expense, the following insurance coverage:
- \$2,000,000 per occurrence Personal Injury insurance coverage
  - \$4,000,000 per year Personal Injury insurance coverage
  - \$300,000 automobile liability insurance coverage
  - \$1,000,000 general liability insurance coverage

The City shall be included as "additional insured" under each of these insurance coverages. The Contractor shall provide the City with certificates of insurance upon request evidencing the insurance coverage required and shall not perform any services under this Agreement until such insurance is secured.

6. **OBLIGATIONS OF THE CITY**

- A. The City agrees, at its own expense, to provide, install and maintain all advertising frames on all buses now owned or hereafter acquired. The City shall ensure that the frames are in proper repair at all times. All such frames shall be and remain the sole property of the City.
- B. The City shall assume the expense of removing, storing, and replacing all advertising for the purpose of repairing, maintaining or cleaning the buses and the advertising frames. The City shall use reasonable care to protect the advertising and shall exercise due diligence in preventing others from disturbing the same. The City bears no responsibility for advertising that is damaged or destroyed in the normal, daily process of cleaning the buses;
- C. The City shall, at no charge to the Contractor, so far as practical and convenient to the City, make available to the Contractor storage and work area for use in connection with its operation under this Agreement. The Contractor shall keep the work area clean and neat.

7. **RIGHTS OF THE CITY AND THE CONTRACTOR**

- A. This Agreement applies to the 22 buses now owned and operated by the City. The City reserves the right to add to, or to eliminate buses from its active fleet without permission from the Contractor. In the event of such addition or elimination of buses, the City shall notify the Contractor at least 30 days in advance in order for the Contractor to accommodate any client notifications and/or billing modifications, and the guaranteed payment and the percentage payment rate. Specified in this Agreement shall be appropriately adjusted, by mutual consent of the parties.
- B. The City hereby grants the Contractor the right to set rates to be charged for advertising on the City's buses, to control the terms and conditions for advertising contracts, and to control the manner of payment by clients. The Contractor shall furnish the City with the advertising rate schedule in effect at any time, upon request.
- C. The City hereby grants the right to duly authorized and properly identified representatives of the Contractor to enter upon City property, during normal and usual business hours or at other times agreed to by the City, for the purpose of operating under this Agreement.
- D. The Contractor agrees to permit any accredited representative of the City, at a time during normal and usual business hours, and from time to time, to inspect and examine the books and records of the Contractor.
- E. The Contractor shall not trade advertising for merchandise or other concessions during the term of this Agreement without the written consent of the City.
- F. While the Contractor proposes to exercise every reasonable business effort to install advertising sold at the maximum rate in every frame, it is recognized by the parties hereto that the Contractor may not at all times during the period of this Agreement be able to reach the maximum.

- (1.) The City hereby grants the Contractor the right to install public, educational, charitable and similar advertising as the Contractor shall deem proper at a reduced rate or at no charge, and the right to use any vacant sign frame to advertise for clients at a reduced rate or at no charge.
- (2.) The Contractor agrees that the City may use, at no charge, any empty advertising frames which are available from time to time for the purpose of promoting the City's transit system or promoting public health and safety, etc., and in such event the City shall furnish and install such advertising signs at the City's expense.

## 8. **TERMINATION OF AGREEMENT**

- A. Termination for Cause - Either party to this Agreement has the right to terminate this Agreement at any time in the event that the other party has failed to comply fully with the terms and conditions contained herein. The party wishing to terminate shall deliver written notice of its intent to terminate at least thirty (30) days prior to the actual date of termination.
- B. Termination for Convenience - This Agreement may be terminated by the City, in the event that the City's transit operations change significantly from their present state, in either the number or the type of vehicles used to transport the general public. Any such termination shall be effected by delivery to the Contractor of a written notice of intent to terminate specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Such notice of termination shall be delivered to the Contractor at least ninety (90) days prior to the effective date of such termination.

## 9. **ASSIGNMENT AND/OR SUBCONTRACTING**

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written concurrence of the City. All such subcontracts, agreements, and force work shall be handled as prescribed for third-party contracts, agreements and force-account work by the Illinois Department of Transportation (IDOT) manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City for approval.

## 10. **RECORDS**

The Contractor shall maintain and retain all books, records, documents and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all advertising contracts and billings, and payments to the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the U.S. Department of Transportation, or other governmental officials authorized by law to monitor this Agreement, from the date of the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

11. **VENUE AND JURISDICTION**

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in a Federal court in the State of Illinois capable of hearing the case.

12. **REQUIRED CLAUSES**

The language contained in Appendix: A, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Also, the Contractor shall insert in any subcontracts the clauses set forth in Appendix A - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed and attested by its Mayor and City Clerk, this day of \_\_\_\_\_ 2022.

THE CITY OF DECATUR, ILLINOIS

BY:

Scot, Wrighton

ATTEST:

BY:

Kim L. Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed and attested by its Corporate Officers this day of \_\_\_\_\_ 2022

THE ADVERTISING COMPANY, INC.

By:

Title:

ATTEST:

By:

Title:

## **APPENDIX A REQUIRED CLAUSES**

### **REQUIRED CLAUSES**

Incorporation of Federal Transit Administration (FTA) Terms. The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City of Decatur, which would cause the City of Decatur to be in violation of the FTA terms and conditions.

Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Decatur and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **No Obligation by the Federal Government**

- (1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, 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 the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions. 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. Access to Records. The following requirements apply to this contract but do not apply to any subcontracts.
4. The Contractor agrees to provide the City of Decatur, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
5. The Contractor agrees to maintain all books, records; accounts and reports required under. this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Decatur, the FTA Administrator, the Secretary of Transportation, 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) (l l).

#### **Civil Rights.**

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - (a) Race, Color, and Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 m; film. (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, 11 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Suspension and/or Debarment. 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 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier subcontract it enters into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension: and/or debarment.

#### **Disputes.**

Disputes arising in the performance of this Contract, the authorized representative of the City Manager of the City of Decatur shall decide which are not resolved by agreement of the parties, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. 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 City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## **Termination.**

- (1) Termination for Convenience the City of Decatur may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Decatur's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Decatur to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Decatur, the Contractor will account for the same, and dispose of it in the manner the City of Decatur directs.
- (2) Termination for Default, Breach or Cause If 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 City of Decatur 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 services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Decatur 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 City of Decatur, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- (3) Opportunity to Cure the City of Decatur in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Decatur's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City of Decatur setting forth the nature of said breach or default, City of Decatur 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 City of Decatur from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (4) Waiver of Remedies for any Breach In the event that City of Decatur elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Decatur shall not limit City of Decatur's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## APPENDIX B

Forms for Exhibits -"D" and "E"

Exhibit D: Ineligible Contractor Certificate

Exhibit E: Non-Collusion and Disclosure

Exhibit D

INELIGIBLE CONTRACTOR CERTIFICATE RE: ADVERTISING BROKER

(Name of the contractor)

hereby certifies 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.

When the prospective contractor or subcontractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certificate.

Date:

Company Name:

Authorized Representative:

Title:

Signature:

## EXHIBIT E

Affidavit of Non-Collusion

Required with Proposal

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on

any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

**ACKNOWLEDGEMENT**

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

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

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_. (Name of person).

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_