

**REQUEST FOR PROPOSALS (RFP)
KENTUCKIANA REGIONAL PLANNING AND DEVELOPMENT AGENCY
(KIPDA)**

FOR ADVERTISING AND WEBSITE DEVELOPMENT

I. STATEMENT OF INTENT:

The Kentuckiana Regional Planning and Development Agency hereinafter referred to as KIPDA, intends to contract with an agency to provide professional advertising and website development assistance.

II. GENERAL INSTRUCTIONS:

A. Submission of Qualifications Proposal:

1. The proposal is to be submitted to:

Gina Guiles, Transportation Administrative Technician
KIPDA
11520 Commonwealth Drive
Louisville, KY 40299
Telephone: (502) 266-6084

2. The proposal shall be submitted and stamped as received at the receptionist desk at the above listed address no later than 12:00 noon EDT, May 24, 2010. **Proposals received via fax or e-mail will not be accepted.**
4. One original and six (6) copies of the proposal shall be presented to KIPDA for evaluation.
5. The original proposal and six (6) copies shall be delivered in a sealed package or envelope and be clearly marked "Proposal in Response to RFP #10-TDM DO NOT OPEN."
6. Upon the completion of the review and evaluation of all proposals submitted in response to this RFP, all proposals shall become public documents of KIPDA and shall be open for review by the public.
7. All communications in specific reference to this RFP shall be submitted in writing to Gina Guiles at the address indicated in item II.A.1. above, or faxed to (502) 266-5047, and should reference RFP

#10-TDM. Proposers should list a contact name and fax number for responses to be faxed back. KIPDA will not accept phone calls for clarifications and shall only be bound by written responses to written questions concerning this RFP. The deadline for written questions from proposers is 4:30 p.m. EDT May 10, 2010.

8. KIPDA reserves the right to accept or reject all bids.

B. Schedule for Proposal Evaluation and Award:

- | | | |
|----|--|-----------------------|
| 1. | RFP is available | May 2, 2010 |
| 2. | Deadline for written questions from potential proposers | May 10, 2010 |
| 3. | KIPDA responds in writing to questions from potential proposers | May 13, 2010 |
| 4. | Proposals are submitted to KIPDA | May 24, 2010 |
| 5. | KIPDA completes evaluation and notifies top candidates for presentations | June 1, 2010 |
| 6. | Presentations to KIPDA staff | June 7- June 18, 2010 |
| 7. | KIPDA awards contract
Contract signing | June 28, 2010 |
| 8. | Effective Date of Contract | July 1, 2010 |

NOTE: KIPDA reserves the right to adjust this schedule as it deems necessary.

C. Contract Duration:

KIPDA intends to enter into two one-year contracts subject to the availability of government funds, with expected contract periods of July 1, 2010 through June 30, 2011 and July 1, 2011 through June 30, 2012. KIPDA reserves the right to extend the final contract on an annual basis, up to three years, based upon reasonable and satisfactory performance.

D. Estimated Contract Funding

Subject to the availability of government funds, it is anticipated that funding will be \$50,000/year.

E. Proposal Amendment and Rules for Withdrawal:

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to KIPDA, signed by the proposer and mailed to Jack Couch, Executive Director, in reference to RFP #10-TDM. KIPDA shall not accept any amendments, revisions, or alterations to the proposal after the proposal due date unless formally requested in writing by KIPDA.

F. Proposal Format:

1. The proposal format has been prepared to facilitate the proposers' submissions. The proposal format has been tailored to match the included pro forma contract so that the proposer's quoted terms can be readily transferred to the contract at the time of the contract award. The proposal must address all portions of the RFP as set forth herein; however, proposers may retype and/or duplicate the forms for proposal submission, provided the revised format addresses all of KIPDA's required information which appears in KIPDA's prepared RFP forms.
2. KIPDA reserves the right to further clarify and/or negotiate with the best evaluated proposer, subsequent to award recommendation but prior to contract execution, if such is deemed necessary at the discretion of KIPDA.
3. All costs incurred by the proposers in preparing their proposals shall be the responsibility of the proposers.
4. KIPDA shall respond to all written inquiries, in writing, as indicated in the Schedule of Proposal Evaluation and Award.
5. Only written responses to written questions will be considered official. Written responses to all written questions will be faxed to firms that receive this RFP, as indicated in the Schedule of Proposal Evaluation and Award. These responses will be included in the RFP thereby as an amendment. Names of firms submitting questions will not be disclosed in the written responses.

6. Proposers shall respond to the RFP and its associated addenda and amendments.
7. The top proposers as determined by the selection procedure outlined in Section III of this RFP are required to provide a face-to-face presentation of their proposal and their ability to meet KIPDA's needs. KIPDA will notify selected proposers of the time and place for this presentation.
8. It shall be stated in the proposal that all quotes for pricing are valid for 90 days subsequent to the date of opening.

G. Pro Forma Contract:

A pro forma contract is included (Section IV) which describes the scope of services which KIPDA expects the contractor to provide. Additionally, it includes the terms and conditions considered standard by KIPDA.

H. Additional Services:

If a proposer indicates that services shall be provided beyond those described in the Pro Forma Contract, these additional services may be added to the Contract Document prior to execution.

I. Assignment and Subcontracting:

The proposer must clearly identify in the proposal any intended subcontracts, the scope of work to be subcontracted and the name(s) of potential subcontractor(s). All subcontracts require KIPDA's prior approval. The execution of any subcontract(s) by the proposer (prime contractor) shall not relieve said proposer from any contractual obligation to KIPDA.

J. Independent Price Determination:

1. A proposer shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposers or with any competitor. In addition, the proposer is prohibited from submitting more than one proposal or submitting multiple proposals in a different form; i.e., as a prime proposer and as a subcontractor to another prime proposer. Alternate proposals shall result in the disqualification of the proposer.

2. Should any such action stated above be detected anytime during the Contract, the Contract shall be deemed null and void.

K. Contractor Exceptions to the Pro Forma Contract and/or the RFP:

If a proposer has an exception to the scope of services, is unable to provide a listed service or any requested information, or objects to any of the terms and conditions listed in the pro forma contract, the proposal may be deemed non-responsive.

L. Minority Business Enterprises

Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in the consideration for an award.

III. SPECIAL INSTRUCTIONS AND PROPOSAL EVALUATION CRITERIA:

Proposals are to address each area as defined in the following major sections. Some sections request that you fill in the information in the appropriate space. You may remove the form, complete it and insert it in your proposal or you may duplicate it and place it in your own format, provided that all requested information is included. Other parts request that you address certain specific questions with your own descriptive narrative. In responding, please address each question and label each response with the corresponding question alpha-numeric designation.

The following is a list of the major topic areas that are addressed in this section. Each topic area shall be evaluated by a selection committee and awarded points based upon the appropriateness, organization, completeness, and quality of your response.

<u>TOPIC AREA</u>	<u>POINTS</u>
Organization size and qualifications of staff	15
Experience	25
Service Proposal	40
Budget Proposal	<u>20</u>
TOTAL POSSIBLE POINTS	100

In addition to the above evaluation criteria, the selection committee shall require the top proposers to provide a face-to-face presentation of their proposal and their ability to meet KIPDA's stated needs. Each proposer will be allotted approximately 30 minutes, but no more than 60 minutes for their presentation, including questions. A maximum of 5 additional points may be added to the total score after the presentations. The proposer with the highest total point value will be recommended for contract award.

A. Organization Size and Qualifications of Staff:

1. Provide the organizational history of the company (i.e., years in business, location of offices, form of business-sole proprietor, partnership, corporation, etc.)

2. Has the Company and/or any of the Company's employees, agents, independent contractor's and/or proposed subcontractors been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract? (YES__ NO__)

If yes, attach explanation.

3. Has the company been in a contractual relationship with KIPDA before? (YES__ NO__)

If yes, provide the following information;

Contract #

Term of Contract

Division _____

4. Attach a copy of a valid certificate of insurance indicating liability insurance and the amount of liability insurance your organization carries.
5. Please include a brief description of the qualifications and experience of each key member of the organization who will be assigned to perform duties or services under the contract. Descriptions should include the following information:
 - a. Education
 - b. Current position title and job responsibilities with the agency.
 - c. Relevant work experience (number of years, type of experience, description of job duties for each position held)
6. Provide information of existing work commitments of your organization.

B. Experience:

1. List three projects serviced by your company (other than KIPDA) which demonstrate your company's competence in delivering services of the kind covered in Section IV, Part IV of the Pro Forma Contract.

a. Organization Name
Description of Service Provided _____
Contact Person
Telephone No. (____) ____ -
Address

b. Organization Name
Description of Service Provided _____
Contact Person
Telephone No. (____) ____ -
Address

c. Organization Name
Description of Service Provided _____
Contact Person
Telephone No. (____) ____ -
Address

2. List any other relevant governmental work experience and references, including KIPDA.

C. Service Proposal:

Provide a concise, but thorough, description of your capabilities, plans and approach for accomplishing the requirements of the SCOPE OF WORK, Section IV, Part IV of the Pro Forma Contract.

Emphasis should be placed on completeness and clarity of content. The information presented should be in enough detail to enable the selection committee to ascertain your understanding of the types of work requested and should essentially outline the method through which the requested services will be provided. A description of how the project will be managed and how communications with KIPDA will occur is requested.

KIPDA shall require the top proposers to provide a face-to-face presentation to the selection committee at a time and location determined by the selection committee. The proposers selected for the presentations will be the ones with the highest scores after considering the four evaluation categories.

D. Budget Proposal:

1. Proposers must bid labor rates as stated below. In the event that the labor categories used by the proposer are not the same as those listed, the proposer must make its labor categories correspond with the ones listed.

Labor Category	Hourly Rate
Account Executive	\$
Agency Administration	\$
Creative	\$
Art	\$
Copywriting	\$
Production	\$
Web Design	\$
Clerical	\$
Other	\$
Other	\$

2. In addition to the rates listed above, the proposer must provide budget recommendations for FY 2011 (July 1, 2010 – June 30, 2011) and FY 2012 (July 1, 2011 – June 30, 2012), not to exceed \$50,000/year. The budget should be broken down into categories

with an explanation of the types of activities involved for each category.

July 1, 2010 – June 30, 2011 Contract Budget:

Budget Category	Budget Amount *

\$ _____

* Note this budget may only be amended by written agreement of both parties.

July 1, 2011 to June 30, 2012 Contract Budget:

Budget Category	Budget Amount *

\$ _____

* Note this budget may only be amended by written agreement of both parties.

IV. PRO FORMA CONTRACT:

AGREEMENT BETWEEN

KENTUCKIANA REGIONAL PLANNING AND DEVELOPMENT AGENCY

AND

This AGREEMENT, is entered into as of _____, by and between the Kentuckiana Regional Planning and Development Agency, hereinafter referred to as "KIPDA", and _____, hereinafter referred to as the "Contractor".

**PART I
SPECIFIC PROVISIONS**

Whereas, KIPDA desires to engage the Contractor to render professional services hereinafter described in connection with KIPDA's Transportation Planning Work Program to be funded by grants from the Federal Highway Administration (FHWA), whereas, the Contractor has expressed a willingness to render the desired services for the Project; in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1 The Agreement

This Agreement shall consist of this Part I entitled Specific Provisions; Part II entitled Terms and Conditions; Part III entitled Project Budget and Payment; Part IV entitled Scope of Work; and Attachment A entitled Debarment.

SECTION 2 Services

The Contractor agrees to perform the services as described in the Scope of Work which is Part IV of this agreement, and in accordance with the terms and conditions of this agreement.

SECTION 3 Compensation

The total amount of compensation to be paid by KIPDA to the Contractor for services shall not exceed \$_____. Payment will be made in accordance with the terms and conditions set forth in Part III Project Budget and Payment.

SECTION 4 Period of Performance

This Agreement shall commence as of _____ and terminate as of _____. All of the services and work required in the Scope of Work shall be completed and presented to KIPDA on or before the termination date unless approved in writing by KIPDA.

SECTION 5 Project Funding

- A. It is expressly understood that funds for this Project are to be expended only for the purpose and activities covered by the Scope of Work and Project Budget.
- B. The total eligible cost of the Project shall not exceed the amount stated in the Project Budget unless approved in writing by KIPDA.
- C. It is expressly understood and agreed that the final invoice/claim shall be submitted to KIPDA no later than twenty-five (25) days after the termination date of this Agreement.

SECTION 6 Request for Payment

The Contractor agrees to adhere to all reimbursement procedures of KIPDA during the term of this Agreement. The Contractor must submit a written estimate of costs for eligible work and obtain written approval from KIPDA prior to incurring any costs. Reimbursement for any cost pursuant to this section shall not constitute a final determination by KIPDA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Contractor. The Contractor shall reimburse KIPDA for all funds spent on said ineligible work.

SECTION 7 Insurance

The Contractor shall comply with all applicable insurance, surety bonds, and qualifications of State and Local law.

SECTION 8 Legal Authority

KIPDA hereby assures and certifies with respect to this Agreement that it possesses the legal authority to execute and administer this Agreement.

IN WITNESS WHEREOF, the Kentuckiana Regional Planning and Development Agency and Contractor have by their duly authorized officials entered into this agreement on this ____ day of _____, 2010.

Kentuckiana Regional Planning and
Development Agency

Contractor

Jack Couch
Executive Director

DATE: _____

DATE: _____

Approved as to form and legality:

BY: _____
Frank F. Chuppe
KIPDA Counsel

DATE: _____

PART II
TERMS AND CONDITIONS

SECTION 1

A. **Applicable Laws**

1. In performance of its obligations pursuant to this Agreement, the Contractor and its subcontractors shall comply with all applicable provisions of Federal, State, and Local law, and obtain the necessary licenses, permits, certificates, or consents which may be required in order to complete the Project. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements. If there is a conflict between Federal and State requirements, the Contractor shall inform KIPDA in order that an appropriate resolution may be arranged. The Contractor agrees further that no Federal funds may be used for the payment of ordinary governmental or non-project operating expenses.
2. Insofar as any provisions of the Agreement that are not governed by Federal law and the regulations required thereby, or incorporated herein by reference, the provisions then shall be construed and interpreted solely in accordance with the laws of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Jefferson County Circuit Court of the Commonwealth of Kentucky.

B. **Subcontracts**

1. KIPDA shall not be subject to any obligations or liabilities of subcontractors to the Contractor, or any other person not a party to this Agreement in connection with the performance of this Project without its specific written consent.
2. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, or execute any lease, mortgage, lien or subcontract relating to this Agreement or affecting Project services, facilities or equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written consent of KIPDA. The Contractor shall not, by any act or omission of any kind, impair its continuing control over the use of Project facilities or equipment during the useful life thereof. All subcontracts

must be approved by KIPDA, in writing, prior to the Contractor executing the subcontract. Any such subcontract approved by KIPDA which exceeds \$25,000 in cost shall contain all of the contract clauses as provided in this agreement.

C. Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the Contractor and KIPDA shall be referred to the Executive Director of KIPDA, or his duly authorized representative, whose decision shall be final.

D. Liability

All grants, payments and obligations of KIPDA under this Agreement are subject to the receipt of funds by KIPDA from the United States Department of Transportation (U.S.D.O.T.) and/or from the Indiana Department of Transportation (INDOT) and the Kentucky Transportation Cabinet (KTC). KIPDA shall not be liable to the Contractor for any failure or delay in performance of its obligations to the Contractor which are the result of any failure or delay in performance between KIPDA and the U.S.D.O.T.

E. Indemnification

1. It shall be the responsibility of the Contractor to obtain authorization for use of documents or materials subject to property rights of any private person or other legal entity. The Contractor agrees to indemnify the U.S.D.O.T., the INDOT, KTC, and KIPDA for any damages they might incur as a result of non-negligent use of documents or materials submitted by the Contractor which are subject to property rights of a third party.
2. The Contractor agrees to indemnify, defend and hold harmless the U.S.D.O.T., the INDOT, KTC, and KIPDA, and its agents, officers and employees from all claims and suits for loss of or damage to property, including the loss of use thereof and injuries to or death of persons; including the property of officers, agents and employees of the Contractor or its subcontractors; and from all judgments recovered therefrom, and from expenses in defending said claims, or suits, including court costs, attorney's fees and other expenses, caused by any act or omission of the Contractor and/or subcontractors, their respective agents, officers, servants and employees, and not caused by the sole fault or negligence of KIPDA, or its respective agents, officers and employees.

F. Termination and Breach

1. Either party shall have the right to terminate this agreement for convenience at any time upon thirty (30) days written notice served upon the other party by certified or registered mail with return receipt requested; provided, however, that KIPDA may terminate this agreement immediately for cause upon written notice served upon the Contractor by registered mail with return receipt requested. Any failure to make progress, which significantly endangers substantial performance of this Project within a reasonable time, shall be deemed to be a violation of the terms of this Agreement.
2. In the event of termination, all finished or unfinished documents or other materials prepared by the Contractor, under this Agreement, at the option of KIPDA, shall be delivered within twenty (20) days to KIPDA and become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. The phrase "satisfactory work completed" shall mean to the satisfaction of KIPDA and shall be applied to demand accurate, diligent and able workmanship from the Contractor. If the Contractor fails to make such delivery then the Contractor shall pay to KIPDA any damage it may sustain by reason thereof.
3. Upon termination of the Project and cancellation of this Agreement, the Contractor agrees to dispose of any Project equipment in accordance with KIPDA requirements.
4. The Contractor shall not be relieved of liability to KIPDA for damages sustained by KIPDA by virtue of any breach of this Agreement by the Contractor. KIPDA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due KIPDA from the Contractor is determined. The Contractor will be reimbursed for all non-cancelable obligations incurred prior to termination. The acceptance of a remittance by KIPDA of any or all Project funds previously received by the Contractor or the closing out of Federal, INDOT, and KTC financial participation in the Project shall not constitute a waiver of any claim which KIPDA, INDOT, KTC or the U.S.D.O.T. may otherwise have arising out of this Agreement.

SECTION 2 Federal and State Requirements

A. Nondiscrimination

The following conditions are applicable:

1. State Law

Pursuant to Indiana Code 22-9-1-10 and the Governor's Code of Fair Practice of Kentucky, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, age or ancestry. Breach of this covenant may be regarded as a material breach of the contract. Pursuant to State law, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age (40 or older). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, ancestry, sex, age (40 or older), or handicap. 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. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, sex, age (40 - older), or handicap.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the said labor union or workers' representative of the

Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

2. Federal Law-42 USC 2000e

The Contractor shall comply with 42 USC 2000e, the terms of which are incorporated by reference and made a part of this Agreement. Breach of this covenant may be regarded as a material breach of the contract.

The Contractor and any agent of the Contractor, in the performance of the work under this Agreement, shall comply with 42 USC 2000e, provided the Contractor has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year. 42 USC 2000e states in part that it shall be unlawful for the Contractor to:

- (a) Fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
- (b) To limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex or national origin.

3. Federal Law-49 CFR Part 2

The Contractor shall comply and shall assure the compliance by subcontractors under this Agreement with all the requirements imposed by Title VI of the Civil Rights Act of 1964, as amended. Accordingly, the Contractor shall comply with the U.S. Department of Transportation Regulations, Title 49, Code of Federal Regulations, Part 21 through Appendix A and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this Agreement.

Title 49, Code of Federal Regulations, Part 21, effectuates 42 USC 2000e above. Pursuant to 49 CFR Part 21, the Contractor agrees as follows:

- (a) The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a project set forth in Appendix B of the regulations.
- (b) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligation under this Agreement and the regulations relative to nondiscrimination.
- (c) The Contractor will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by KIPDA, the INDOT, KTC, or the U.S.D.O.T. to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to KIPDA, INDOT, KTC, or the U.S.D.O.T. as appropriate, and shall set forth what efforts it has made to obtain the information.
- (d) In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, KIPDA shall

impose such contract sanctions as it, the INDOT, KTC, or the U.S.D.O.T. may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue federal financial assistance or by any other means authorized by law.

4. Incorporation of Provisions

The Contractor will include the provisions of Section 2A in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as KIPDA, the INDOT, KTC, or the U.S.D.O.T. may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request KIPDA to enter into such litigation to protect the interests of KIPDA and, in addition, the Contractor may request the United States to enter into such litigation to protect their interests.

B. Disadvantaged Business Enterprises

1. It is the policy of KIPDA and the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.
2. The Contractor or its subcontractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Contractor or its subcontractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S.D.O.T. assisted contracts.
3. The Contractor agrees to document the steps it has taken to obtain disadvantaged business enterprise participation, including, but not

limited to, efforts to contract or negotiate with disadvantaged business enterprises for specific work. Such documentation shall include at a minimum the names, addresses, and telephone numbers of disadvantaged business enterprises that were contacted; and a description of the information provided to disadvantaged business enterprises regarding the type of work to be performed.

4. If as a condition of assistance the Contractor has submitted and KIPDA and the State have approved a disadvantaged business enterprise affirmative action program which the Contractor agrees to carry out, this program is incorporated in this agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Contractor of its failure to carry out the approved program, KIPDA shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the Agreement or other measures that may affect the ability of the Contractor to obtain future Federal funding.

C. Nondiscrimination Pertaining to Persons with Disabilities

The Contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, PL-93-112, and with all applicable requirements under the Americans with Disabilities Act of 1990, PL-101-336, and applicable federal regulations (49 CFR Parts 27, 37 and 38 and 29 CFR Part 1630).

D. Prohibited Interests

1. No officer, member or employees of KIPDA, INDOT, KTC, and no member of the KIPDA Board or the State governing body, and no other public official of the governing body of the State in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
2. No member of or delegate to the Congress of the United States, shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

E. Compliance With Environmental Standards

The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act 49 USC 1857 (h), Sections 308 and 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Contractor shall notify KIPDA of the receipt of any communication from EPA indicating that a facility to be utilized in the Project is under consideration for listing by EPA.

SECTION 3 Miscellaneous

A. Bonus or Commission

The Contractor warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval by KIPDA which may be necessary in connection with carrying out this Agreement.

B. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, KIPDA shall have the right to annul this Agreement without liability or at its discretion, to deduct from the compensation to be paid under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

C. Successors and Assigns

KIPDA and the Contractor each binds itself, its partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect to all promises of this Agreement.

D. Severability

If any part or provision of this Agreement is held invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the Agreement did not contain the particular part or provision held to be invalid.

E. Funding Cancellation

If the U.S.D.O.T., the INDOT, or KTC makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the U.S.D.O.T., the INDOT, or the KTC that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

F. Patent Rights and Copyrights

1. No invention conceived or first actually reduced to practice in the course or under this Agreement by the Contractor or any subcontractor which is or may be patentable under the patent laws of the United States of America or any foreign country may be patented without the written authorization of the U.S.D.O.T. The Contractor shall include a similar clause in all of its subcontracts. All disputes arising out of patent rights shall be governed by the rules and regulations pertaining to patents as issued by the U.S.D.O.T.
2. The Contractor shall be free to copyright material developed under this Agreement with the provisions that KIPDA, the INDOT, KTC, and the U.S.D.O.T. reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the work for government purposes.

G. Ownership of Documents

1. All documents, including tracings, drawings, reports, data, and records, as instruments of service, are to be the joint property of the INDOT, KTC, KIPDA and the Contractor. During the performance of the services provided herein, the Contractor shall be responsible for any loss or damage to the documents, herein enumerated.
2. Pursuant to Section 8136 of the Department of Defense Appropriations Act for Fiscal Year 1989, the Contractor shall clearly set forth in any statement, press release, request for proposal, bid solicitation, or other document describing projects or programs funded in whole or in part with U.S.D.O.T. funding information concerning the use of those U.S.D.O.T. funds. All reports published by the Contractor shall contain the following credit reference:

Preparation of this report has been financed through KIPDA, the Federal Highway Administration, the Kentucky Transportation Cabinet, and the Indiana Department of Transportation. This financial assistance notwithstanding, the contents of this report do not necessarily reflect the official views or policies of the funding agencies. Accuracy of the information presented herein is the responsibility of the "Contractor".

H. Special Terms and Conditions:

Should any of these special terms and conditions conflict with any other terms or conditions of this contract, these special terms and conditions shall control.

1. The Contractor agrees to indemnify and hold harmless KIPDA as well as officers, agents and employees of KIPDA, from all claims, losses, or suits accruing or resulting to any contractors, subcontractors, laborers, and any person, firm or corporation who may be injured or damaged by the Contractor or any subcontractor(s) during the performance of this Contract. KIPDA shall give the Contractor written notice of such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, together with full information and all reasonable cooperation.
2. In the event that a provision of this contract is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this contract remain in full force and effect.
3. This Contract, its attachments, exhibits, and any documents incorporated by reference, constitutes the entire agreement between the parties and supersedes any prior agreements, either written or verbal, relating to the subject matter of this contract.

**PART III
PROJECT BUDGET AND PAYMENT**

SECTION 1

In no event shall the maximum liability of KIPDA under this contract exceed \$50,000. The budget must encompass all design, production and software acquisitions necessary for development and maintenance of the program website.

SECTION 2

Labor Category	Hourly Rate *
Account Executive	\$
Agency Administration	\$
Creative	\$
Art	\$
Copywriting	\$
Production	\$
Web Design	\$
Clerical	\$
Other	\$

*The hourly rates by category type are firm for the duration of this contract and are not subject to escalation for any reason.

SECTION 3

This budget includes all direct and indirect costs including, but not limited to, direct labor, overhead, fee or profit, clerical support, materials, supplies, managerial support, and all documents, forms, and reproductions. Time spent in traveling to and from a work site or an employee's normal workstation is not reimbursable.

July 1, 2010 – June 30, 2011 Contract Budget:

Budget Category	Budget Amount *

\$ _____

July 1, 2011 to June 30, 2012 Contract Budget:

Budget Category	Budget Amount *

\$ _____

* Note this budget may only be amended by written agreement of both parties.

SECTION 4

For each assignment issued by KIPDA throughout the life of this Contract, the Contractor will provide a list of deliverables. The Contractor is responsible for furnishing cost estimates reflecting monthly expenditures, etc. Budget estimates are subject to the approval of KIPDA and must precede the period for which they are proposed.

SECTION 5

Equipment purchases or out of town travel must have the prior written permission of KIPDA. Out of town travel must comply with KIPDA Travel Regulations. KIPDA has adopted CFR 41 Part 301-4, "Federal Travel Regulations", as its travel regulations.

SECTION 6

The Contractor shall maintain all original invoices with all the necessary supporting documentation. Billings to KIPDA will include, at a minimum, a detail listing of actual expenses and the total amount due the contractor for the project invoiced. The invoice will also include a narrative detailing the work that was completed. Invoices must be signed by the person who signed this contract, or their designee.

SECTION 7

The payment of an invoice by KIPDA shall not prejudice KIPDA's right to object to or question any invoice or matter in relation thereto. Such payment by KIPDA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by KIPDA not to constitute allowable costs. Any payment shall be reduced for over-payments, or increased for under-payments on subsequent invoices.

SECTION 8

KIPDA reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the parties any amounts which are or shall become due and payable to KIPDA by the Contractor.

SECTION 9

KIPDA shall not be subject to any obligations or liabilities by subcontractors of the Contractor, or any other person not a party to this Agreement in connection with the performance of this service without its specific written consent.

PART IV SCOPE OF WORK

SECTION 1 Background

KIPDA's regional ridesharing program was established in 1994 to provide services and promote activities that reduce traffic congestion and improve air quality in the KIPDA region. The KIPDA region includes Jefferson, Bullitt, Oldham, Spencer, Trimble, Shelby, and Henry counties in Kentucky and Clark and Floyd counties in Indiana. The rideshare program, Ticket to Ride, focuses its efforts on reducing the number of drive-alone work trips by establishing carpools and vanpools and promoting transit use. Ticket to Ride, currently has its own website www.tickettoride.org.

SECTION 2 Goal

To assist KIPDA staff in enhancing the awareness of the rideshare program and to increase participation through a comprehensive Internet presence including website development.

SECTION 3 Objectives

- To advertise and promote Ticket to Ride services through the Internet.
- To increase the number of commuters utilizing the program website.
- To provide interactive technology based solutions on the Internet to improve program delivery and service.

SECTION 4 Outline of Activities

The Contractor will work closely with KIPDA staff to ensure a comprehensive approach to effectively represent Ticket to Ride and its services on the Internet. The Contractor will be required to complete the following:

1. Develop an annual marketing plan for Ticket to Ride on the Internet including advertising opportunities.
2. Develop a website that is safe and secure, informative, user-friendly, visually pleasing and easy to maintain.
3. Research internet opportunities and trends that support the program's goals and incorporate the latest technology.

4. Attract new participants; increase website presence and usage.
5. Work with program staff to develop opportunities for Ticket to Ride operations on the web including, but not limited to, online bill payment for vanpool deposits and fares, maps and directions for vanpool routes, search function using a keyword, the ability to interact with Ticket to Ride staff, registration for services, electronically signed vanpool agreements.
6. Create a database driven administration tool that allows program staff to easily update website content.
7. Responsible for hosting of the website, including support.
8. Develop links to/from the Ticket to Ride website to/from various resources that support the program's goals and services.
9. Provide a tracking tool that reports monthly statistics from the Ticket to Ride website that analyzes visitor traffic, page views, length of stay, etc.
10. Provide a tool that generates visitor information such as an email, areas of interest and demographic information.
11. Work with program staff to evaluate ongoing marketing efforts on the Internet and its effect on the program website.

During the term of this contract and any extensions, KIPDA reserves the right to modify the strategy and budget allocations in response to market research, staff analysis, or the availability of funding. The Contractor must be capable of adjusting and/or expanding the original concepts as stated in this RFP to accommodate developments that may occur.

No advertising or promotional activities are to be conducted without the written approval of KIPDA.

Attachment A

DEBARMENT CERTIFICATION

This certification applies to the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of Federal funds.

Instructions for Certification

1. By signing and submitting this Contract, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with KIPDA's determination whether to enter into this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when KIPDA determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this Contract is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact KIPDA for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this Contract 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 his covered transaction unless authorized by KIPDA when entering into this transaction.
7. The prospective primary participant further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by KIPDA entering into this covered transaction without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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 other remedies available to the Federal Government, KIPDA may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - B) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

By _____
(SIGNATURE)

(TITLE)

Before me, a Notary Public in and for said County and State personally appear _____

_____, who swore to and acknowledged the truth of the statements in the

foregoing Certification on this _____ day of _____, 1996.

By _____
(SIGNATURE - NOTARY PUBLIC)

My Commission Expires _____

(COUNTY OF RESIDENT)

(PRINTED OR TYPED)