

OCTOBER 14, 2019



INVITATION FOR BIDS

WRECKER TOW TRUCK

GREATER PEORIA MASS TRANSIT DISTRICT
2105 NE JEFFERSON AVE., PEORIA, IL 61603

INVITATION FOR BID – COVER PAGE

Issue Date: October 14, 2019

Title: Wrecker Tow Truck

Reference Number: IFB# FED2019-08.01

Issuing and Using Agency:

Greater Peoria Mass Transit District
Attn: Martha Howarter, Federal Programs
2105 NE Jefferson Avenue
Peoria, Illinois 61603-3535

Bids for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:
2:00 PM on November 20, 2019 (CST)

All Inquiries for Information Should Be Directed To: Address listed above or Phone (309) 679-8142.

IF BIDS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

GPMTD PROCUREMENT, 2105 NE JEFFERSON AVENUE, PEORIA, ILLINOIS 61603-3535.

The Reference Number, Date and Time of bid submission deadline, as reflected above, must clearly appear on the face of the returned bid package.

In Compliance With This Invitation for Bids And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Bid.

Name and Address of Firm:

Date: _____

By: _____
(Signature in ink)

_____ Zip Code: _____

Name: _____
(Please Print)

Telephone: () _____

Title: _____

Fax Number: () _____

FEI/FIN Number: _____

DUNS Number: _____

E-Mail Address: _____

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of GPMTD's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by GPMTD during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by GPMTD to Contractor, which reflects internal GPMTD procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Buyer: Individual designated by GPMTD to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by GPMTD, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between GPMTD and the Contractor for completion of the Work.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GPMTD for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to GPMTD.

DOT: Department of Transportation.

Final Acceptance: The point when GPMTD acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

GPMTD: Greater Peoria Mass Transit District.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Procurement Administrator: The individual designated by GPMTD to administer the Contract and be the Contractor's primary point of contact. The Procurement Administrator has no contracting authority.

Project Manager: The individual designated by GPMTD to manage the project on a daily basis and who may represent GPMTD for Contract Administration.

Proposer or Offeror or Bidder: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to proposers for information and reference in preparing bids but not as part of this Contract.

IFB or Solicitation: Invitation for Bids; also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured good.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or GPMTD, as applicable, and means that the Contractor or GPMTD, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Procurement Administrator in accordance with the Scope of Work/Specifications.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

LEGAL NOTICE

October 14, 2019

INVITATION FOR BIDS **Wrecker Tow Truck IFB #FED2019-08.01**

The Greater Peoria Mass Transit District (“GPMTD”) is seeking bids for a Wrecker Tow Truck. The scope of work/specifications is outlined in the Invitation for Bids (IFB). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The IFB, which includes the procurement schedule, may be obtained by downloading the document from GPMTD’s website found at www.ridecitylink.org/resources/procurement under ‘Current Projects’. All interested contractors should complete a Contractor’s Registration Form (contained in the IFB) and submit to the listed person, via e-mail. All questions should be directed to:

Martha Howarter, Federal Programs
Greater Peoria Mass Transit District
2105 NE Jefferson Avenue
Peoria, IL 61603-3535
(309) 679-8142
E-mail: mhowarter@ridecitylink.org

All bids must be received on or before **2:00 pm (CST) on November 20, 2019** at the address listed above.

The right is reserved to accept any proposal/bid or any part or parts thereof or to reject any and all proposals/bids. Acceptance of any proposal/bid is subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

Any contract resulting from these bids is subject to financial assistance contract between the GPMTD and the United States Department of Transportation and the Illinois Department of Transportation.

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

Funding provided in whole or in part by the Illinois Department of Transportation “IDOT”.

INTERESTED PROPOSER REGISTRATION FORM

WRECKER TOW TRUCK IFB #FED2019-08.01

Date: October 14, 2019
To: INTERESTED CONTRACTORS
Subject: Wrecker Tow Truck IFB #FED2019-08.01

To Proposers:

The INVITATION FOR BIDS (IFB) and any issued addenda(s) are available for download at www.ridecitylink.org/resources/procurement. Please submit this Form to mhowarter@ridecitylink.org with your completed contact information.

Name of Interested Contractor: _____

Name of Contact Person: _____

Title of Contact Person: _____

Street Address/Post Office Box: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Website Address: _____

Date of Download : _____

This Form is requested to ensure that every Interested Contractor receives issued addenda(s) for this INVITATION FOR BIDS. Failure to register this download may result in a rejection of the quotation due to non-compliance with addenda requirements. See **ATTACHMENT C - ADDENDUM PAGE**, which must be completed and submitted with the bid that you provide to the Greater Peoria Mass Transit District.

Thank you for your interest. We look forward to receiving your bid.

Sincerely,
Martha Howarter
Federal Programs
PH: (309)679-8142

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The Greater Peoria Mass Transit District (“GPMTD” or “the District”) is the primary public transportation provider for the greater Peoria region. The GPMTD is a municipal corporation within the State of Illinois. GPMTD provides an environmentally friendly and customer-focused transportation service that connects people to places in an efficient and safe manner.

The District employs approximately 191 full and part-time employees, operates 20 fixed routes within the City of Peoria, City of East Peoria, City of Pekin, Village of Peoria Heights and West Peoria Township and maintains an active fleet of 53 fixed-route buses. In addition to traditional fixed-route service, GPMTD provides complementary ADA paratransit service (CityLift) within the service area and owns 38 medium duty vans used for CityLift services. GPMTD has three (3) facilities comprised of an Administration Building and Maintenance Building located at 2015 NE Jefferson, and a Transit Center located at 407 SW Adams.

1-2 Purpose

The purpose of this Invitation for Bid (IFB) is for the GPMTD to procure a qualified, responsive, and responsible vendor for the purchase and delivery of a new Wrecker Tow Truck fully equipment in accordance with Scope of Work specifications.

1-3 Bid Submission

The proposer will submit:

- **One (1) Original;**
- **Two (2) copies;**

The Bidder will submit one (1) sealed envelope containing the One (1) Original and required Two (2) copies, complete with all signed affidavits and certifications, bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the bid must be clearly marked with the words "**Bid for Wrecker Tow Truck IFB #FED2019-08.01**" and the time and date bids are due. The District will not accept responsibility for late bids that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The District shall not be responsible for unintentional premature opening of a bid that has not been properly addressed and identified per the instructions included with this IFB. All bids are due **NO LATER THAN 2:00 pm (CST), November 20, 2019.**

1-4 Bid Format and Required Content

Bids shall be prepared in a clear, concise, and economical manner. Bids should be bound simply and sections shall be tabbed to coincide with the sections of the IFB and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the IFB. Illustrations may be included in the bid. Bids that do not adhere to the required format, are difficult to read or are deemed illegible by the District and may be rejected.

Bids shall adhere to the following format and contain the following items in the order outlined below:

- A. Invitation for Bid Cover Page (page 2):
- B. Attachment (O) - Bid Form
- C. Cover Letter, providing the following information:
 - 1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
 - 2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, if applicable.
 - 3. Signature of a person authorized to bind the proposing firm/company to the terms of the bid.
- D. Properly completed and executed Attachments (A-O)

1-5 Bid Signature

Each bid shall include the IFB Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Bids signed by an agent are to be accompanied by evidence of that person's authority.

1-6 Inquiries

The proposer is required to show on all correspondence with the GPMTD the following: "**Bid for Wrecker Tow Truck IFB #FED2019-08.01**". Any communication with GPMTD should be written and directed to: Martha Howarter, Federal Programs, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3535. Written communication may also be forwarded via email to mhowarter@ridecitylink.org. Correspondence will not be accepted by any other means or by any other GPMTD staff member.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Invitation for Bids available:	October 14, 2019
Deadline for questions and clarifications:	October 25, 2019
Deadline for <u>responses</u> to questions and clarifications:	October 30, 2019
Bids due by 2:00 pm (CST) :	November 20, 2019
Bid Opening at 2:15 pm (CST) :	November 20, 2019
Recommend Contract Award at GPMTD Board Meeting:	December 2019
Anticipated Delivery date:	TBD

1-8 Bid Specifics

The GPMTD reserves the right to reject any or all bids. Any restrictions on the use of data contained within a bid must be clearly stated in the bid itself.

1-9 Disadvantaged Business Enterprise (DBE) Participation

The GPMTD has established a **10%** DBE contract goal on this project. Therefore, a proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways.

- a. The Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient to for this purpose.
- b. Even if it does not meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

For proposers to receive credit for the use of a DBE, the Illinois Unified Certification Program (IL UCP) must certify the proposed DBE prior to submission of the bid. It is the policy of GPMTD that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capabilities and qualifications.

It is the policy of GPMTD to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GPMTD encourages prime contractors to use DBE financial institutions whenever possible.

49 CFR Part 26 requires GPMTD to collect certain data about firms attempting to participate in FTA contracts. This data must be provided on the enclosed **Firm Data Sheet (Attachment H)**.

- A. **Certification** – To be certified as a DBE, a firm must meet all certification eligibility standards. Firms that qualify as a DBE must: 1) be a small business as defined by the Small Business Administration; 2) be at least 51% owned by minorities, women and/or socially and economically disadvantaged adults, and 3) have its day-to-day operations controlled by women or minorities. The Illinois Unified Certification Program (IL UCP) will make its certification decisions based on the facts as a whole. DBE certification entitles contractors to participate in GPMTD's DBE program; however, this certification does not guarantee that the contractor will obtain work with GPMTD.
- B. **Process** – A firm must apply for certification through the IL UCP. Certification guidelines and applications are also available online as PDF's at the following links:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/index>

- C. **DBE Program** – For information about GPMTD's DBE Program, firms may contact:

Angel Marinich AGM
Greater Peoria Mass Transit District
2105 NE Jefferson Avenue
Peoria, Illinois 61603-3535
(309)679-8189 or email: amarinich@ridecitylink.org

1-10 Examination of IFB and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, compliance requirements and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide product(s)/service(s) of first quality, and the workmanship must be the best obtainable in the various trades. The product(s)/service(s) proposed must be high quality in all respects. No advantage will be taken by the Proposer in the omission of any part or detail, which goes to make the product/service(s) complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the bid item, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. It is the sole responsibility of the Contractor to read the Scope of Work/Specifications and understand them.

The submission of a bid shall constitute an acknowledgment upon which GPMTD may rely on that the Proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the IFB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Bid or to any Contract awarded pursuant to this IFB. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

1-11 Interpretation of IFB and Contract Documents

No oral interpretations as to the meaning of the IFB will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the IFB, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before the bid due date) for a reply to reach all Proposers before the submission of their bids. Any interpretation or change made will be in the form of an addendum to the IFB, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all contractors who have registered to submit a bid on this IFB and to whom the IFB has been issued to at least seven (7) calendar days prior to the bid due date. **All addenda will become part of the IFB and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the District before the award of the Contract will not be binding upon the GPMTD.

1-12 Cost of Bids

GPMTD is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Bids submitted in response to this solicitation.

1-13 Samples

Samples of items, when called for, must be furnished free of charge. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by GPMTD.

SECTION 2 – SCOPE OF WORK

2-1 Scope of Work

The purpose of this Invitation for Bid (IFB) is for the GPMTD to procure a qualified, responsive, and responsible vendor for the purchase and delivery of a new Wrecker Tow Truck fully equipment in accordance with Scope of Work specifications. All bids shall include freight FOB to the designated delivery point. GPMTD shall reject requests for additional compensation for freight charges.

2-2 Demo Meeting(s)

At the discretion of the GPMTD and subsequent to the Contract award, the GPMTD may schedule demo meeting(s) at a mutually agreed to location.

2-3 Submittals

Contractor shall submit the following with the bid proposal or within five (5) business days at GPMTD request:

- a. Illinois Secretary of State (or resident state) dealer's license.
- b. Three (3) copies of shop drawings.
- c. Statement of compliance with standards.
- d. Availability and delivery time information.
- e. Three (3) copies of wiring diagram.
- f. Three (3) copies of Certificates and Certifications.
- g. Three (3) copies of Engineering/Manufacturing drawings.

2-4 General Requirements

1. Accessories or other equipment in addition to those listed that are normally furnished as standard or required to meet Federal Motor Vehicle Safety Standards (FMVSS) shall not be deleted from vehicle(s).
2. The GPMTD reserves the right to specify equipment and/or parts per vehicle as options as outlined in the Invitation for Bid.
3. Pricing for a maintenance software package must be provided as a separate line item on the Proposal Pages with the software and cables on separate lines. For purposes of this specification, a software package must include the operating system, diagnostic software and all necessary cables, adaptors and wiring to diagnose the following subsystems: engine, transmission, brakes, and electrical systems. Software packages must be provided with appropriate licenses. Software packages will be ordered as needed.
4. Failure of Contractor to furnish the vehicle(s) designed to meet the requirements in this specification shall be cause for rejection.
5. It is understood that the phrase "or approved equal" shall be inferred in this specification when/where brands names or specific models are used herein. The GPMTD has provided this information as a reference point for all potential Contractors.

6. Contractor's bid pricing shall incorporate any/all peripheral costs including, but not limited to costs of delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, that are required by the Invitation for Bid.
7. Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provisions of specifications or the Invitation for Bid and does not relieve the Contractor of its obligations to supply satisfactory goods.

2-5 Pre-Production Requirement

Contractor when requested shall meet with the GPMTD Director of Maintenance, Assistant General Manager of Maintenance, Assistant General Manager of Operations, and the General Manager for the recovery vehicle design and or equipment design. Pre-construction review upon receiving award of the contract. At this meeting the vehicle and or equipment configuration, placement and orientation of the vehicle accessories and auxiliary equipment shall be finalized.

1. This specification covers a new, complete diesel-powered emergency recovery vehicle ready for operation and equipped with, but not limited to the following component features: Tandem rear axle unit configuration, two stage, 100,000 lbs. recovery boom, dual 35,000 lbs. hydraulic winches and an under-reach/under-lift rated at 55,000 lbs. retracted and 80,000 lbs. lifting and towing capacities respectively.
2. The Contractor shall procure and assemble the equipment herein specified in accordance with the recommended practices of the perspective manufacture the component parts.
3. Failure of the Contractor to furnish a recovery truck designed to meet the requirements in the specification, shall be cause for rejection. The complete unit shall be designed to with stand severe strains in and direction, as well as, impact and mechanical shock abuse.
4. It shall be the responsibility of the contractor to make sure that certain that all parts and components fit and function together properly.
5. The components, engine, axles, suspension, frame, cab, transmission, electrical, brakes, etc., shall be offered as standard or optional equipment by the manufacture for the vehicle model being proposed. Substituting units from other models, to "beef-up" a lesser rated model will not be permitted.
6. Workmanship will be first class and consistent with the latest manufacturing techniques.
7. Data where given is meant to be descriptive, not restrictive, of the component (unit) required. The data is given to indicate the quality, strength, ability, capacity, etc., of the component and will be used for comparative purposes.

8. The recovery truck will be used in towing inoperative buses and support vehicles in the fleet of the GPMTD. The GPMTD fleet currently consists of buses, supervisor vans, Countylink vans, Citylift vans and support vehicles, manufactured by the following manufacture listed by model and year.

<u>MANUFACTURER</u>	<u>MODEL</u>	<u>NUMBER</u>	<u>LENGTH</u>	<u>YEAR</u>
Gillig, Low Floor	Standard	2	40 ft.	2004
Gillig, Low Floor	Standard	47	35 ft.	2011-2012
New Flyer Low Floor	Xcelsior	4	40 ft.	2016-2017
Proterra	Catalyst E2 Max	2	40 ft.	2020
Ford StarCraft	F350	5		2014
Ford Champion/Challenger	F450	37		2016-2017
Chevy Turtle Top	3500	8		2014
Dodge	Braun	6		2014
Ford	F350	1		2009
Ford	F250	2		2016
Ford	El-Dorado	1		2011

9. It shall be the contractor's responsibility to meet or exceed the following specifications.

2-6 Requirements

The recovery vehicle shall consist of a tandem rear axle, Class 8 truck and under lift recovery unit. All parts used on the recovery vehicle and under lift unit shall be new.

The truck shall conform to at least, but not limited necessarily limited to the following:

2-6.1 Cab

1. The cab shall be furnished with the manufacturer's conventional cab, which shall contain all the controls, switches and instrumentations needed and necessary for the complete operation of the recovery vehicle. Cab shall have passenger seat and an air conditioning system.
2. A stub nose type cab will not be acceptable. The cab shall have a forward tilting hood.
3. Bids may be rejected on recovery vehicle with cab design that are difficult to enter. In this connection and in contrast to the distances over-the-road trucks operate, GPMTD drivers are in and out of the cab numerous times.
4. The cab shall be equipped with or contain the following, whether considered as standard or optional equipment by the manufacturer:
 - a. An air suspension driver's and air-suspension passenger seat shall be installed. Seat colors to be determined by GPMTD.
 - b. Safety seat locks (to prevent movement of seats);
 - c. Safety seat belts with retractors on all seats
 - d. Dual windshield wipers multi- speed with intermittent feature dash mounted with one (1) gallon capacity plastic reservoir (floor mounted washer switch is not acceptable) Shall be installed;
 - e. Electric windshield washers;

- f. Right and left external rearview mirrors, Aero style, mirrors to be heated and power remote controlled. with clamp on convex mirror;
- g. Right and left sun visors;
- h. Dome light with switch
- i. Four-way emergency flasher traffic hazard switch;
- j. Fuel gauge, air pressure gauges, voltmeter, electronic speedometer, tachometer, oil pressure gauge with oil pressure actuated hour-meter, water temperature gauge, transmission fluid temperature, engine overheat warning light with buzzer, low air system warning light and buzzer as well will be installed in the cab by the OEM;
- k. Dual air pressure gauges to indicate air system and service brake reservoir pressures, charging system voltmeter, engine hour meter and speedometer/odometer gauges;
- l. A total of six (6) keyed alike door, ignition and cabinet locks are to be supplied for recovery vehicle purchased under this specification.
- m. Cab grab (assist) handles-entry, left and right-hand stainless-steel handles and hardware, minimum twenty-four (24) inches long each;
- n. Eight-inch spotlight mounted on operator's side post;
- o. O.E.M installed AM and FM radio;
- p. Cab interior shall color coordinated to the exterior color;
- q. Floor coverings shall be color coordinated to the exterior color;
- r. Heater – Air Conditioner – The vehicle shall be equipped with a heater, defroster, and an air conditioning system heavy duty OEM. The air conditioner must be installed at the factory by the O.E.M and shall not be roof mounted.
- s. Cab shall include a steering column with the capability of seven (7) position tilts and two and one-quarter (2.25) inch telescopic type with an eighteen (18) inch steering wheel located on the left side of the cab designating the driver's position. The steering wheel shall be covered with black adsorbate padding.
- t. All cab installed controls shall be back-lit and clearly identified with permanent labels/tags.
- u. Traction type steps shall be provided along the left and right sides of the cab.
- v. The cab shall also be equipped with, but not limited to the following; tinted safety glass all windows, dual sun visors and arm rest, center mounted interior dome light, power windows for both doors, manufactures' standard dual head air horn with snow shield, front fender extensions or mud flaps, full floor solid rubber mats, two (2) mounted reinforced beacons, and back up alarm (when truck is in reverse)

2-6.2 Dimensions

1. The Cab-to-Axle (CA) dimension shall be determined by the manufacturer based on the specified truck wheelbase.
2. Wheelbase – as short as practical but shall not be less than a minimum of 256 inches.
3. Turning Radius – the vehicle turning radius shall be as short as practical for the wheelbase provided.

2-6.3 Engine

1. The engine shall be a diesel engine, turbocharged, electronically controlled, with the following minimum requirements:
 - a. Horsepower rating --- 450 HP minimum
 - b. Peak Torque --At least 1650 ft. lbs. minimum
 - c. Governed Speed – At Least 1800 RPM minimum
 - d. Displacement – At least 14.9 Liter
2. The engine starting system shall be a twelve (12) volt system;
3. The oil filter shall be a manufacture approved, spin on type, full flow and bypass lube oil filter single can type.
4. Engine air cleaner with restriction service indicator in cab;
5. Engine alternator shall have a minimum rated output of 200 amps or greater;

2-6.4 Cooling System

1. The engine cooling system shall be circulating liquid type with thermostatic control to maintain a coolant temperature consistent with the manufactures recommendations when operating under the intended service conditions. System shall be designed so that upon failure of the thermostatic controls, the engine continues normal operation without over heating due to restricted coolant circulation;
2. A bypass shall be provided to permit coolant circulation in the engine block, with the thermostat closed until normal operating temperatures are reached;
3. All coolant and heater hoses shall be silicone. All hoses shall be installed with constant torque stainless clamps.
4. Draincocks shall be installed at the low point of the cooling system, and at any other points necessary to drain the system completely.
5. A coolant temperature gauge shall be installed on the instrument panel inside the cab;
6. A low-level engine coolant indicator light and buzzer shall be installed in the cab;
7. A high engine coolant temperature indicator light and buzzer shall be installed in the cab;
8. The cooling system shall utilize an anti-freeze that is protected from freezing to Negative 34 (-34°) degrees Fahrenheit.

2-6.5 Fuel System

1. Fuel system shall include, but not limited to; injectors, fuel pumps (one (1) electrical, and one (1) mechanical), fuel strainers, all necessary piping, valves, fittings, fuel lines and all other accessories necessary to make a complete and reliable system.

2. Fuel tank will be equipped with an accessible drain plug. The filler pipe opening shall be in an easily accessible location outside the cab.
3. Fuel tank capacity shall be aluminum and have minimum of (80) gallons mounted as far forward as practical. The tank shall be labeled “**DIESEL FUEL ONLY**” with paint impervious to diesel fuel.
4. Fuel water separator/filter with thermostatically controlled heating element shall be installed to effectively filter and furl contamination.

2-6.6 Transmission

1. The transmission shall be an automatic and shall be compatible with the engine called for in section 2-6.3 of this specification. The transmission shall be a six (6) speed wide ratio double overdrive with a PTO gear automatic transmission. GPMTD reserves the right to determine if whether the engine and transmission are compatible;
2. The transmission shall meet all manufactures’ requirements and include an air to oil cooler integrated into the lower portion of the cooling package. There shall be an external filter installed on the outlet side of the transmission cooler. Filter size (GPM) shall be as recommended by the transmission manufacture;
3. The hot shift PTO shall power one (1) hydraulic pump to supply hydraulic power for all boom operations. Hydraulic power for all functions shall be supplied by one (1) hydraulic pump flange mounted to the one (1) power take off installed on the road transmission with engagement controls in the cab. A flow control valve shall be installed in the system to prevent over-speeding of the elevating platform during water pump operation;
4. A transmission fluid temperature gauge shall be provided.

2-6.7 Idle Control

1. A high idle activation/deactivation switch shall be on the control, panel located at the rear of the truck. The high idle switch shall automatically maintain a preset engine idle;
2. The high idle shall only be operational only when the parking brake is on and the truck transmission is in neutral.

2-6.8 Exhaust System

1. Exhaust Shall exit vertically on the passenger side of the truck rear of cab. The unit shall comply with the Interstate Motor Carrier Noise Emissions Standards of Environmental Protection Agency, 40 CFR Part 202;
2. A muffler heat shield shall be provided;
3. Unit shall be equipped with a DEF tank and the tank must be a minimum of eight (8) gallon capacity and the location shall be approved by GPMTD.

2-6.9 Electrical System

1. Electrical circuits shall be provided with the properly rated low voltage over-current protection devices. Devices shall be readily accessible and protected against heat that exceeds the compartment rating, mechanical damage and water spray. Electrical circuit protection shall be accomplished by utilizing fuses, circuit breakers and/or fusible links that conform to SAE (Society of Automotive Engineering) J156, J2077, J554 and /or J1888. All wiring must meet or exceed J1127, J1128 or J1560.
2. Wiring shall be individually color coded and must be labeled at every three (3) to four (4) intervals (measured center-to-center) on the insulation as to its' function as follows:
 - Within twenty-four (24) inches of each termination towards the next termination.
 - Within twelve (12) inches of the breakpoint from the main harness on the branch connectors towards the main harness.
3. One (1) code as a minimum fully exposed and easily readable at each termination.
4. The loom must run under the unit from the front to rear. A plastic protective loom must be utilized inside the body. All looms passing through any flanges or flat surfaces shall be grommited.
5. All wire connections shall be protected with a marine "soft seal" to promote lasting corrosion free connections. All terminal points shall be protected with a hard rubber shield. All wire harness shall be easily accessed and replaceable. All wires shall be protected by automatic circuit breakers that must reset. All electrical equipment switches shall be mounted on a switch panel inside the cab located for the driver's conveyance. All exterior connectors shall be Weather pack type.
6. The exterior housing lamps, electronic devices and fixtures shall be corrosion resistant and waterproofed. Electrical fixtures attached to the sides attached to the sides of the unit below the seventy-five (75) inch level must be near flush mounted. Fixtures must not protrude more than two (2) inches, except for items such as spotlights.
7. All electrical wiring installed shall utilize standard copper or copper alloy conductors of a gauge rated to carry one-hundred-twenty-five (125) percent of maximum current for which the circuit protects.
8. Voltage drops in all wiring from the power source to the using device shall not exceed ten (10) percent. The use of star washers for circuit ground connections shall not be permitted. All wiring shall be highly resistant to grease, oil, acids, brake fluid and abrasion. All circuits must be wired in conformance with SAE J1290.
9. The battery system shall be a single system consisting of a minimum of three (3) group 31, 12 VDC heavy duty within a minimum of 1800 CCA, high cycle automotive batteries, each with a minimum reserve capacity of one thousand (1000) minutes with a 23A draw at eighty (80°) degrees Fahrenheit.
10. The battery group must be mounted and protected in a readily accessible location on the recovery vehicle.

11. Batteries shall rest on non-corrosive mats and must be stored in well-ventilated compartments. The compartment must provide for weatherproof protection of the electrical components mounted within the battery area.
12. Heavy-duty battery cables must be used to provide maximum power to the electrical system. Cables must be color coded.
13. Battery terminal connections shall be coated with an anti-corrosion compound. Battery solenoid terminal connections shall be encapsulated with semi-permanent rubberized compound.
14. One (1) set of battery jumper studs with a plastic color-coded cover shall be installed on the front side of the battery box, on the street side. Placement shall allow sufficient room for easy jumper access. A tag must be provided for positive / negative terminals. It shall have a closed spring-action waterproof lid, a series parallel switch and capable of making 12 volt and 24 volt starts.
15. Front turn signals shall be provided.
16. The body pylon shall be equipped with a seventy-two (72) inch wide, minimum, all LED light bar.
17. Two (2) pair of Federal Signal Model QL64SFC-A LED, or approved equal, must be in the front lower zone. Each pair of warning lights shall be housed in a common bezel located above the head lights assemblies.
18. Truck shall be equipped with an additional six (6) Federal model QL64SFC-A LED lower warning lights, or approved equal, two (2) per side and two (2) rear of truck. Locations to be approved by GPMTD prior to installation.
19. Truck shall be equipped with a switch panel containing a circuit breaker typed for each component to be powered “on” during operations.
20. Two (2) four (4) inch round, Grote work lights, or approved equal, to be mounted to the lower rear tailboard of the recovery vehicle.
21. Two (2), Rigid Products “E” series, ten (10) inch lights, or approved equal, to be mounted at the sill of the tailboard.
22. The recovery vehicle shall have a 12-volt high torque starter and a 12- volt charging and electrical system.

2-6.10 Front and Rear Suspension

1. Front suspension shall have a heavy duty, semi-elliptical, taper leaf design with a rated capacity Minimum 20,000 lbs.
2. Two (2) Bilstein inert, nitrogen gas filled shock absorbers, or approved equal, shall be provided and installed as part of the front suspension system.

3. The rear suspension shall be heavy duty Hendrickson “Primax” regular production air ride type suspension, or approved equal, Minimum capacity 52,000 lbs.
4. Two (2) Bilstein inert, nitrogen gas filled shock absorbers, or approved equal, shall be provided and installed as part of the rear suspension system.

2-6.11 Front and Rear Axels

1. Axle manufacture shall certify that the front and the rear axles are applicable and appropriate for intended recovery vehicle use. Axle manufacture s’ published rating shall not be raised to conform to the requirements of this specification.
2. Automatic traction control shall be installed on the tandem rear axle. The automatic traction control system shall apply the anti-lock braking system when the drive wheels loose traction. The system shall scale the electronic single throttle back to prevent wheel spin while accelerating on iced or wet surfaces. The system shall also include manually control limited slip access drive axles. Shall include automatic adjusting slack adjusters.

2-6.12 Drive Line

1. The engine, transmission, prop shaft (s), universal joints and differential shall be compatible. Individual units shall be rated to absorb and transmit the power necessary to fulfill the performance requirements of the recovery vehicle described in this Specification.

2-6.13 Air Brake System

1. Rear axle spring brakes shall automatically apply in any situation when air pressure loss is below 25 PSI with a mechanical means for releasing the spring brake chambers exists. An audible alarm shall designate when system air pressure is below 60 PSI.
2. Axle manufacture shall certify the front brakes are applicable and appropriate for intended use. Axle manufacturers’ published rating shall not be raised to conform to the requirements of this specification.
3. Axle manufacturer shall certify that the rear brakes are applicable and appropriate for intended truck use. Axle manufacturers’ published rating shall not be raised to conform to the requirements of this specification.
4. When applying the push-pull valve in the cab, the rear brakes will engage via mechanic actuation, which must be certified as being suited for use in the recovery vehicle by the axle manufacture. Dual chamber rear brakes, satisfying the FMVSS parking brake requirements, will accomplish this.
5. Meritor-Wabco manual hard control push-pull style valve, or approved equal, shall operate the parking brake system. The control shall be yellow in color.
6. Parking brake actuation valve shall be mounted on the center of the dash within easy access of both the driver and the passenger positions.

7. Front brakes automatic slack adjusters shall be an integral part of the brake assembly and be supplied by brake manufacture.
8. Rear brake slack adjusters shall be an integral part of the brake assembly and be supplied by the brake manufacture.
9. Brake system shall include a Wabco System Saver Model 1200 air dryer or approved equal. The air dryer includes an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor “unload” cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be located on the right side of the frame.
10. The air compressor provided for the engine shall be a two (2) cylinder, reciprocating Wabco Model SS318 or approved equal pass-through drive type compressor, or approved equal, which must be capable of producing 18.7 CFM at 1200 engine RPM’s.
11. An air governor, which must cut-in and cut-out pressures on the truck, must be provided.
12. Manual drain valves shall be installed on all reservoirs of the air supply system with cable pulls.
13. Brass compression fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.
14. A quick release outside air inlet male connector for the shoreline air inlet shall be provided on the driver side of the cab, located in the driver’s step on the front position.
15. An all-wheel brake lockup system shall be furnished for winching operations.
16. All brake chambers shall be sized at number thirty (30).

2-6.14 Anti-Lock Stability Control System

1. A six (6) sensor, four (4) modulator anti-lock system (ABS) shall be installed on the front and rear axles in order to prevent the brakes from locking up or skidding while braking during hard stops or on icy or wet surfaces. This in turn must allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry that monitors wheel speed during braking through a sensor and tone ring on each wheel.
2. A dash mounted ABS light must be provided to notify the driver of a system malfunction.

2-6.15 Steering System

1. The chassis shall be equipped with power assist steering. The steering mechanism shall be designed to permit enough manual steering to bring the fully loaded recovery vehicle to a safe stop in the event of failure of the power assist.
2. The power assisted steering shall have sufficient capacity so that no more than fifteen (15) pounds of pull is required on the steering wheel in order to turn the steering wheel from

lock to lock with the stationary truck wheels on dry, level pavement and the engine is idling.

3. Stops shall be provided to accurately limit the turning angle to the intended maximum.

2-6.16 Tire and Wheels

1. The wheels shall be disc type. Rim contours and sizes shall conform to the current recommended practices of the Tire and Rim Association Inc., for the type of recovery vehicle and the intended use. One (1) piece hub piloted wheels.
2. The front tires shall be suitable for work capacity of vehicle (all weather).
3. The rear tires shall be suitable for work capacity of vehicle (all weather).
4. A front and rear spare wheel and tire assembly mounted and ready to use shall be included separately from the recovery vehicle.

2-6.17 Recovery Equipment

1. The recovery vehicle must consist of a recovery boom with integrated under-lift, hydraulic stiff legs, integrated sub-frame and modular bodies.
2. The minimum recovery vehicle capabilities shall be as follows:
 - a. Minimum Wheelbase 256 inches
 - b. Chassis Resistance Bending Moment (RBM) 3,000,000-inch Fibonacci (in. fibs.)
 - c. Recovery boom-basic 100,000 pounds
 - d. Recovery boom structure rating / retracted at thirty (30) degrees elevation 100,000 pounds
 - e. Recovery boom structure rating / extended at thirty (30) degree elevation 30,000 pounds
 - f. Recovery boom wenches-two (2) 35,000 pounds each first layer rating
 - g. Under-lift-fully retracted 55,000 pounds
 - h. Under-lift-fully extended 17,000 pounds
 - i. Tow rating 80,000 pounds
 - j. Tow/lift capacity point of lift off:
 - a. retracted reach at sixty-two (62) inches 38,000 pounds
 - b. mid-point reach at ninety-nine (99) inches 29,840 pounds
 - c. extended reach at one hundred thirty-six (136) inches 24,320 pounds

2-6.18 Body

1. The modular recovery vehicle body shall be made of all Aluminum, designed for use in heavy duty towing. The modular body shall be approximately one hundred fifty-six (156) inches, Cab to Bogey (CB) and shall be ninety-four (94) inches in overall width.
2. Each tool compartment body side assembly shall be mounted to the recovery vehicle sub-frame with four rubber mounts, so the assemblies are completely isolated from deflection of chassis and recovery vehicle structure.

3. The body shall have a minimum of four (4) vertical storage compartments on each side.
4. The compartment door openings shall have a rain channel and dust seal around the perimeter openings.
5. All compartments shall include LED lighting with wiring enclosed in water-tight conduit.
6. Compartment doors on horizontal compartments shall be downward swinging and have hinged support arms.
7. Compartment doors on the vertical compartments shall include gas struts to hold door in open position.
8. The doors will come equipped with a half (1/2) inch lip to provide strength and divert water and snow from the doorways.
9. Doors shall be sealed with ball tube rubber gaskets and stainless steel, automotive type latches. Latches shall be lockable and keyed alike.
10. Each body side shall be equipped with a walk surface tread-plated overlay on the horizontal surfaces of the top of the body sides.
11. The body shall be equipped with the following additional features:
 - a. Heavy duty chain rack
 - b. Tool Holders
 - c. Operating controls for body functions (with wireless)
 - d. Heavy duty chain package
 - e. Towing attachments
 - f. One (1) set of hydraulic jack legs with flipper feet.
12. Recovery Vehicle shall come complete with a deluxe heavy-duty chain and strap package.

2-6.19 Recovery Boom

1. Recovery boom shall consist of four (4) major compartments; outer boom, inner boom and two (2) “thru center” side -by-side boom end swivels.
2. The boom section shall be fabricated from high strength carbon steel plate to form a rectangle.
3. The outer and inner boom shall have provisions for attachments of a double acting cylinder, used for extending and retracting the inner recovery boom.
4. The inner boom shall also have provisions for attachments of two (2) “through center” side-by-side boom head swivels. The “through center” boom end swivels shall incorporate bronze-brushed sheaves, cable guides and allow for 360-degree sheave rotation.
5. The wrecker /boom shall also incorporate the integrated under-lift assembly.

6. Recovery boom shall be equipped with a double acting hydraulic cylinder used to extend and retract inner boom.
7. Two (2) double acting cylinders shall connect to recovery boom to the sub-frame to be used for raising and lowering side boom and integrated under-lift.
8. The receiver boom shall have dual two (2) speed planetary gear winches. The winches shall have the capability of dis-engaging the cable drum “a free spool” and air operated cable tensioners to prevent “bird nesting” of winch cable. Each winch will have a thirty-five thousand (35,000) pound rating and a line speed of seventeen (17) feet per minute (ft./min.)
9. Each winch shall be equipped with two hundred (200) feet of 6X37 1WTC, X1PS cable with a work limit of a minimum of 16,560 pounds and minimum 58,000-pound break limit.

2-6.20 Under Lift

1. The integrated under-lift lifting arm assembly shall be installed on the tilt tower at a pivot point for folding the arm and between storage and towing positions. The under-lift lifting arm assembly is to be raised and lowered by using the recovery boom controlled both manually and remotely.
2. The lifting arm shall consist of three (3) major components; the outer lifting arm, the intermediate lifting arm and the inner lifting arm.
3. The outer lifting arm shall be fabricated from high strength carbon steel sectioned and welded to form a pivoting boom. The intermediate lifting arm shall be fabricated from high strength carbon steel and welded to form a free-floating section. The inner lifting arm shall be fabricated from high strength carbon steel.
4. The outer lift arm shall have provisions for attachments of hydraulic cylinders used to fold the lifting from stored to towing position, extending and retracting the lifting arm.
5. The inner lifting arm shall have provisions for attachment of hydraulic cylinders used to extend and retract the inner lifting arm and the provision for attachment of a crossbar.
6. The crossbar assembly shall consist of two (2) major components: crossbar and lift fork assembly. The cross bar shall have provisions for attachment to inner lifting arm.
7. The fork adapters shall be manually extended along the crossbar and shall be secured to the crossbar by means of a “T” handle bolt that can be locked or unlocked without the use of tools.
8. The fork-lifting adapters shall have the following attachment forks:
 - a. Two (2) short length 3” openings.
 - b. Two (2) short length 4-1/2” openings.
 - c. Two (2) medium length 3” openings.
 - d. Two (2) medium length 4-1/2” openings.
 - e. Two (2) long length 3” openings.
 - f. Two (2) long length 4-1/2” openings.

- g. Two (2) off-set rear axle forks.
 - h. Two (2) pivoting spring lift forks.
 - i. Two (2) 5/8" chain lift.
 - j. Two (2) riser adaptors.
 - k. Two (2) bus bar adaptors.
 - l. One (1) pintle hook adapter.
 - m. One (1) fifth wheel adapter.
 - n. One (1) set of adapters used with New Flyer buses.
9. There shall be an extra heavy-duty tire lift attachment. The attachment will have the ability to support and move heavy-duty trucks and fire equipment by the tires with the capacity of twenty-five thousand (25,000) pounds.

2-6.21 Out Riggers

1. A set of twelve (12°) degree opposed hydraulic rear jack stiff legs shall be provided at the tail of the truck to assist in the recovery operations.
2. The stiff legs shall be raised and lowered by hydraulic double acting cylinders to stabilize the truck in a recovery operation.
3. The subframe of the body shall provide for jack stiff legs and integrated boom to be all integrated though one (1) sub-frame structure.
4. Each outrigger shall have an adjustable spade foot to allow for pavement operations pad or digger spade operations.

2-6.22 Hydraulics System Controls

1. The hydraulic system shall be operated by a dual gear hydraulic pump with which two (2) sections are 13 GMP @ 1,000 RPM with displacement of 5.1 cu.in. per revolution
2. The system shall operate at a maximum pressure of 3,000 PSI and be protected by a suitable sized and rated pressure relief valve (s) to maintain pressure at a safe and efficient level.
3. Flexible hose shall be provided at all cylinders and at all critical flexing points: all other liners shall be plumbed using seamless steel hydraulic tubing. Hosing and lines shall be SAE 100RZA and all suction lines shall be SAE100R4 steel spiral hose.
4. Where hydraulic lines/hoses are routed through the frame or body members they shall be protected from abrasion with rubber grommets.
5. Control valves shall be compatible with the pressure of the system and control al operating functions.
6. System reservoir shall be a steel or approved equal tanks two (24.5) gallons minimum capacity with a system total capacity of approximately ninety (90) gallons.
7. The controls for operation of the hydraulic functions shall be a completed set for both left and right-side controls contained with the rear horizontal compartments.

8. A wireless remote control for operating the under-lift and boom functions shall be provided. Shall be stored in charging cradle located in the chassis cab.
9. The wireless remote control shall be able to communicate up to twenty (20) feet away.
10. Hydraulic pressure gauges shall be located in each control panel; each pressure gauges shall sense hydraulic system pressure on each hydraulic pump station. All pressure gauges shall be glycerin filled.
11. Hydraulic system shall have ten (10) micron filters provided for each return line in the system. There shall be a ball check shut off valve (s) provided for each hydraulic line, positioned as the eliminate the loss with filter change.

2-6.23 Miscellaneous Components

1. A heavy-duty, spring rewind reel with seventy-five (75) feet of one-half inch ($\frac{1}{2}$ ") air hose shall be mounted at the rear compartment and plumbed through the chassis air system to exit the tail board with a ball valve before reel.
2. A connector shall be mounted at the tailboard of the truck for trailer air supply, emergency and services.
3. A heavy-duty, spring rewind with seventy-five (75) feet of electrical cable shall be mounted inside a rear compartment. Mounting location to be approved by GPMTD prior to installation.
4. A heavy-duty truck row light assembly is to be provided for proper DOT lights at the rear of towed vehicles. These lights shall be wireless.
5. Truck shall have a six (6) way and seven (7) sockets are the rear.
6. There shall be a navigation unit that will be used to address locations within the area for recovery for Countylink vehicles.
7. There shall be a set of instant emergency snow chains or approved equal.
8. The front bumper shall be Three-Fourth inch ($\frac{3}{4}$ ") thick, Twenty-four inch (24") high and eighty-one inch (81") in length and be constructed of non-skid steel plate. Hardware required to fasten the onto the chassis frame rail shall be SAE Grade 8 minimum. The bumper shall have a rubber cover to be suitable for use as a push bumper.

2-6.24 Painting and Rust Proofing

1. All dealers' markings shall be removed from the recovery vehicles interior and exterior.
2. Door and body panels interior surfaces shall be treated at the factory against rust and corrosion.
3. Recovery Vehicle shall be primed before painting in accordance with manufactures' recommendation.

4. Recovery Vehicle Color shall be specified by GPMTD prior to paint application.
5. Recovery Vehicle shall be rust-proofed and undercoated using Federal-QPL listed corrosion protection material. Ziebart QPL# MIL-C-62218 or approved equivalent.

2-6.25 Personnel Training

1. Contractor shall provide training to a minimum of three (3) GPMTD personnel in the proper operation vehicle and equipment.
2. Training shall be conducted at GPMTD within Peoria, Illinois.

2-6.26 Workmanship

1. Workmanship shall be professional and shall conform in all aspects to the best practices in the automotive, electro-hydraulic, truck building and mechanical manufacturing.
2. The entire scope of the project shall be guaranteed by the manufacture to be free from defects in material and workmanship.
3. The contractor agrees to promptly correct by repairing or replacing any defect or failure of compliance included in the scope of this project that may develop.
4. The Contractor's obligation shall include reimbursement to the purchaser for any labor, material, transportation or reinstallation costs incurred by the purchaser in the making any correction assented to by the Contractor.

SECTION 3 – BID SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Invitation for Bids

The GPMTD reserves the right to revise or amend any portion of this IFB prior to the date and time for the bid delivery. Such revisions and amendments, if any, shall be issued through addenda to this IFB. Copies of such addenda and/or amendments shall be placed on the GPMTD website and will be furnished to the Proposer's email address submitted on the Contractors Registration Form. If the revisions or addenda require changes in requested information or the format for bid submission, the established date for submission of bids contained in this IFB may be postponed by such number of days as, in the GPMTD's opinion, shall enable Proposers adequate time to revise their bids.

GPMTD reserves the right to cancel this IFB at any time or change the date and time for submitting bids by announcing same prior to the date and time established for bid submittal.

3-2 Rejection of Bids

GPMTD reserves the right to reject any or all bids and waive any minor informalities or irregularities.

3-3 Clarification of Bids

The District reserves the right to obtain clarification of any point in a bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a Proposer to respond to such a request for additional information or clarification may result in the bids' rejection.

3-4 Approved Equals

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a bid may be cause for its rejection.

If potential proposers believe that their product is equal to the product specified, they must submit a written request to GPMTD on the provided form (Attachment D) and this request will be approved or rejected by GPMTD at least seven (7) calendar days prior to the due date of bids. Requests for approved equals and clarification of specifications must be received by GPMTD in writing a minimum of fifteen (15) days before the bid opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to GPMTD to determine whether the Proposer's product is or is not equal to that specified.

3-5 Modification or Withdrawal of Bids and Late Bids

At any time before the time and date set for submittal of bids, a Proposer may request to withdraw or modify its Bid. Such a request must be made in writing by a person with authority as identified on the IFB Cover Page, provided their identity is made known and a receipt is signed for the bid. All bid modifications shall be made in writing executed and submitted in the same form and manner as the original bid. Any bid or modification of bid received at GPMTD's office designated in the solicitation after the exact time specified for bid receipt will not be considered.

3-6 Errors and Administrative Corrections

GPMTD will not be responsible for any errors in bids. Proposers will only be allowed to alter bids after the submittal deadline in response to requests for clarifications or Best and Final Offers by GPMTD. GPMTD reserves the right to request an extension of the bid period from a Proposer or Proposers.

GPMTD reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the bid.

3-7 Compliance with IFB Terms and Attachments

GPMTD intends to award a Contract based on the terms, conditions, and attachments contained in this IFB. Proposers are strongly advised to not take any exceptions. Proposers shall submit bids which respond to the requirements of the IFB. An exception is not a response to an IFB requirement. If an exception is taken, a "Notice of Exception" must be submitted with the bid. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the bid.

GPMTD may, at its sole discretion, determine that a bid with a Notice of Exception merits evaluation. A bid with a Notice of Exception not immediately rejected, may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if GPMTD determines that a Contract in the best interest of GPMTD may be achieved. The Notice of Exception will be used as part of GPMTD's evaluation of the bid, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a bid will be interpreted by GPMTD as the proposer's acceptance of the form agreement provided herein.

3-8 Collusion

The proposer guarantees that the bid submitted is not a product of collusion with any other proposer, and no effort has been made to fix the bid price of any proposer or to fix any overhead, profit, or cost element of any bid price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

If GPMTD determines that collusion has occurred among Proposers, none of the bids from the participants in such collusion shall be considered. GPMTD's determination shall be final.

3-9 Pricing, Taxes and Effective Date

The price to be quoted in any bid will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of GPMTD. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Price bids shall include all freight charges, FOB to the designated delivery points.

GPMTD is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing companies/firms will not change for a period of ninety (90) days, beginning from the date the bid is opened.

3-10 Bid Alternatives

Bids shall address all requirements identified in this solicitation. In addition, GPMTD may consider bid alternatives submitted by Proposers that provide enhancements beyond the IFB requirements. Bid alternatives may be considered if deemed to be in GPMTD's best interests. Bid alternatives must be clearly identified.

3-11 Single Bid Response

If only one Bid is received in response to the IFB, a sample of two (2) Bids, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

3-12 Exclusionary or Discriminatory Specifications

GPMTD agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. GPMTD further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-13 Protest Procedures

Pre-Bid Protests:

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Board Chair as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Board Chair may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Board Chair as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Board Chair shall be the final agency decision on the matter.

Pre-Award Protests:

With respect to protests made after the deadline for submission of bids/proposals but before contract award by GPMTD, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process.

Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Board Chair as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by GPMTD.

The Board Chair, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that GPMTD shall announce the contract award.

The decision by the Board Chair shall be the final agency decision on the matter.

Requirements for Protests:

All protests must be submitted to GPMTD in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by GPMTD.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Board Chair at the address shown in the solicitation documents.

Protest Response:

The Board Chair shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, GPMTD will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official GPMTD response to the protest and GPMTD will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

3-14 Insurance Requirements

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to GPMTD.

3-14.1 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Illinois and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name GPMTD as additional insureds on General, Business Automobile and Excess or Umbrella liability policies by endorsement to the policies. Insurance policies shall be endorsed to give GPMTD 30 day's written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, GPMTD retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to GPMTD within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by GPMTD. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to GPMTD. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of GPMTD or its representative.

3.14.2 Required Coverages

The Contractor agrees to provide the following coverages:

- A. **Commercial General Liability** (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

- B. **Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Owned, Hired or Non Owned (Per Accident)	\$1,000,000
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GPMTD for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all physical damage deductibles to GPMTD owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

- C. **Workers Compensation**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

SECTION 4 – BID EVALUATION & CONTRACT AWARD

4-1 General

GPMTD shall evaluate bid (price) information and award the contract to the lowest responsive and responsible bidder(s) that is in the best interest of the GPMTD.

4-2 Eligibility for Award

The initial step in the bid review process and the purpose is to gauge the responsiveness of the Proposer. The bids will be evaluated according to the following criteria:

- The completeness of the bid,
- The Proposer has submitted bid on or before the required due date and time,
- The required forms, certifications, and deliverables have been submitted.

Failure to meet any or all of the above criteria will result in a nonresponsive bid and said bid will be rejected in its entirety.

In order to qualify as a Responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of the District that it has the integrity, skill, and experience to faithfully perform the conditions of the Contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the Proposer must show, among other requirements of the District, that it has satisfactorily supplied services of the same general type and scope as that which is called for in the IFB.

The Proposer shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

4-3 Contract Award

Contract award, if any, will be made by GPMTD to the responsible Proposer whose bid best meets the requirements of the IFB, and will be the most advantageous to GPMTD with respect to operational plan, quality, and other factors as evaluated by GPMTD. GPMTD shall have no obligations until a Contract is signed between the Proposer and GPMTD.

Contract award will occur when GPMTD signs the Contract or issues a purchase order. No other act of GPMTD shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

4-4 Execution of Contract and Notice to Proceed

The Proposer to whom GPMTD intends to award the Contract shall sign the Contract and return it to GPMTD. Upon authorization by GPMTD's Board of Trustees, or designee, the Contract will be countersigned. Upon receipt by GPMTD of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

4-5 Public Disclosure of Bids

GPMTD is subject to the Illinois Freedom of Information Act. Therefore, the contents of this IFB and the Contractor's bid submitted in response to this IFB shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all bids submitted to GPMTD will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's bid, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Illinois FOIA. It is GPMTD's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of GPMTD.

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

This Contract is between GPMTD and the Contractor who will be responsible for providing the goods and/or performing the services described herein. GPMTD is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Procurement Administrator appointed by GPMTD. Reports and data required to be provided by Contractor shall be delivered to the Procurement Administrator. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Procurement Administrator for response.

5-2 Notification of Delay

Contractor will notify GPMTD's Procurement Administrator as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

5-3 Request for Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by GPMTD's Procurement Administrator to make a decision of any request for extension. GPMTD's Procurement Administrator will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. GPMTD's Procurement Administrator will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

5-4 Contract Changes

Any proposed change in the contract will be submitted to GPMTD for its prior written approval and GPMTD will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by GPMTD will constitute a Change Order unless confirmed in writing by GPMTD.

5-5 Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, GPMTD's GM or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than GPMTD's GM or his authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

GPMTD reserves the right to conduct a cost or price analysis for any purchase. GPMTD may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. GPMTD may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow GPMTD to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and GPMTD reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, GPMTD reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

5-7 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, GPMTD may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with GPMTD's rights to terminate for convenience or default.

5-8 Force Majeure

The timely receipt of GPMTD's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, GPMTD may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. GPMTD may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from GPMTD for the delays caused by damage to Contractor's and/or GPMTD's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

5-9 Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify GPMTD in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and GPMTD laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by GPMTD in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to GPMTD certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and GPMTD, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

5-10 Defective Work, Materials or Services

When and as often as GPMTD determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply GPMTD with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. GPMTD may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to GPMTD by law, including those available under the Uniform Commercial Code.

5-11 Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of GPMTD. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

GPMTD may assign its rights and obligations under the Contract to any successor to the rights and functions of GPMTD or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent GPMTD deems necessary or advisable under the circumstances.

5-12 Indemnification and Hold Harmless

The Proposer agrees to indemnify and hold the DISTRICT, its directors, officers, agents, and employees from and against all claims, damages, suits or judgements, including attorneys' fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from libel and/or slander) injury or death to persons or loss, damage or destruction to property, including property of the DISTRICT, the Agreement and third persons, resulting from a breach of contract or the negligence of Proposer or its directors, officers, agents or employees while such person is acting in the scope of this Agreement.

5-13 Applicable Law and Forum

All work done pursuant to any contract resulting from this IFB will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Illinois. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Any actions arising here from shall be filed in the County of Peoria, Illinois and the Federal Transit Administration if applicable.

5-14 Attorney Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

5-15 State Officials and Employees Ethics Act

Greater Peoria Mass Transit District has adopted a policy to adopt the State Officials and Employees Ethics Act. These policies shall apply to GPMTD employees involved in procurement. It is a breach of ethical standards for any GPMTD employee to participate directly or indirectly in a procurement when the employee knows:

- The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific

information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Trustees, or other Greater Peoria Mass Transit District employees other than the designated procurement officer.

5-16 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Contractor by entering into this Contract with GPMTD to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GPMTD and take action immediately to eliminate the conflict or to withdraw from this Contract, as GPMTD may require.
- B. Contingent Fees and Gratuities – Contractor, by entering into this Contract with GPMTD to perform or provide work, services, or materials, has thereby covenanted:
 - 1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 - 2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of GPMTD or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

5-17 Conflicts of Interest – Current and Former Employees

GPMTD seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former GPMTD employees in transactions with GPMTD. Consistent with this policy, no current or former GPMTD employee may contract with, influence, advocate, advise, or consult with a third party about a GPMTD transaction, or assist with the preparation of Bids submitted to GPMTD while employed by GPMTD or within one (1) year after leaving GPMTD's employment, if he/she participated in determining the work to be done or process to be followed while a GPMTD employee.

Furthermore, no member, officer, or employee of GPMTD during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

5-18 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. GPMTD does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

5-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

5-20 Non-waiver of Breach

No action or failure to act by GPMTD shall constitute a waiver of any right or duty afforded to GPMTD under the Contract; nor shall any such action or failure to act by GPMTD constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by GPMTD in writing.

5-21 Use of GPMTD's Name in Contractor Advertising or Public Relations

GPMTD reserves the right to review and approve all GPMTD-related copy prior to publication. Contractor will not allow GPMTD-related copy to be published in Contractor's advertisements or public relations programs until submitting GPMTD-related copy and receiving prior written approval from GPMTD's General Manager. Contractor will agree that published information on GPMTD or its program will be factual, and in no way imply that GPMTD endorses Contractor's firm, service, or product.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

Any Contract resulting from this solicitation will be structured as a firm, fixed price contract. The Contract(s) issued by GPMTD may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes. Standard Purchase Orders will be the authorization for the Contractor to perform the service or deliver the goods as directed.

6-2 Contract Documents and Precedence

The documents constituting the Contract between GPMTD and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by GPMTD;
- 2) Contract;
- 3) Purchase Order;
- 4) Contract amendments;
- 5) Results of negotiations;
- 6) Solicitation and all issued addenda and approved equals;
- 7) Any optional federal regulations elected by GPMTD as expressly set forth herein;
- 8) Clarifications of and amendments to Contractor's bid as accepted by GPMTD; and
- 9) Contractor's bid and Attachments, and all clarifications and amendments issued prior to contract award.

6-3 Contract Term

The term of the Contract arising from this IFB shall be until final acceptance of the new Wrecker Tow Truck and the expiration of any related warranties.

6-4 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices upon delivery of goods ordered by GPMTD. Such invoices shall be computed in accordance with the fee schedule agreed to by GPMTD and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by GPMTD. Each invoice shall contain Contractor's list of items delivered. Contractor also agrees to supply, with each invoice, additional information as may be requested by GPMTD.

Invoices should clearly identify the GPMTD purchase order number and any prompt payment discount offered to GPMTD for paying within ten (10) days of receipt. GPMTD may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. GPMTD may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

Greater Peoria Mass Transit District
Accounts Payable
2105 NE Jefferson Street
Peoria, IL 61603

6-5 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

6-6 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of the GPMTD, no later than thirty (30) calendar days after the Contractor has received payment from the District for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from District, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by GPMTD's General Manager or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

The District will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with District of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by the District) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with District, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

6-7 Price Adjustments

Price adjustments either upward or downward may be negotiated only at the time of renewal unless GPMTD requests a contract modification.

6-8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. GPMTD shall reject requests for additional compensation for freight charges.

6-9 Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized GPMTD-related facility, and will be determined at the time of order at the sole discretion of GPMTD.

6-10 Summary Report

Contractor shall, if requested, submit to GPMTD a quarterly report of services provided to GPMTD under this Contract. The report, in a format acceptable to GPMTD, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-11 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by GPMTD shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.
- B. Warranty: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against Contractor's suppliers, vendors, distributors, and subcontractors. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to GPMTD by Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor's full compliance with its obligations under this Contract. Contractor shall cooperate with GPMTD in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

6-12 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge

shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-13 Warranty Remedies

If at any time before Final Acceptance of any work covered by this Contract, Contractor or GPMTD discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Contractor shall, at its own expense and within thirty (30) days of notification of the defect by GPMTD, correct the defect, error, or nonconformity.

Notice Required – GPMTD shall give written notice of any defect to Contractor. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, GPMTD, in its sole discretion, may correct the defect itself. In the case of an emergency where GPMTD believes delay could cause serious injury, loss, or damage, GPMTD may waive the written notice and correct the defect. In either case, GPMTD shall charge-back the cost for such warranty repair to Contractor.

Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who actually corrects the defect.

6-14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-15 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Greater Peoria Mass Transit District
Procurement Administrator
2105 NE Jefferson Avenue
Peoria, IL 61603-3535

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-16 Non-Disclosure of Data

Data provided by GPMTD either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute the GPMTD data in any form without the prior express written approval of GPMTD.

6-17 Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked “Confidential,” “Proprietary,” or “Business Secret.” Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor’s own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from GPMTD or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to GPMTD’s or the third party’s confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies GPMTD that the third party of such requirement prior to disclosure.

6-18 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to GPMTD pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as “Confidential,” “Proprietary,” or “Business Secret.” If a request is made for disclosure of any such document, GPMTD will determine whether the document should be made available under the law. If the document or parts thereof are determined by GPMTD to be exempt from public disclosure, GPMTD will not release the exempted document. If the document is not exempt from public disclosure law, GPMTD will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, GPMTD will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against GPMTD on account of actions taken under such procedure.

6-19 Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of GPMTD. Contractor shall surrender all such data to GPMTD prior to submitting an invoice for final payment.

6-20 Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by GPMTD, furnish acceptable proof of a proper release from all such fees or claims.

6-21 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 5-4, Contract Changes/ Change Order Procedure.

6-22 Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

6-23 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between GPMTD and the Prime Contractor.

SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

7-1 Interest of Members of in Congress

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

7-2 Prohibited Interests

No member, or officer, or employee of the GPMTD or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7-3 Contract Changes

Any proposed change in this contract shall be submitted to the GPMTD for its prior approval.

7-4 Escalation

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

- Procurement for rail vehicles, where the contract price exceeds one year; and
- Procurements of metal product from a mill or manufacturer where quotations based on “price at time of shipment” have historically been used.

7-5 Equal Employment Opportunity

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

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

7-6 Financial Assistance

This contract is subject to financial assistance contracts between the GPMTD and the United States Department of Transportation.

7-7 Audit and Inspection of Records

The contractor shall permit the authorized representatives to the GPMTD and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

7-8 Assignment

Assignment of any portion of the work by Subcontract must be approved in advance by the GPMTD.

7-9 Retention of Records

The contractor shall maintain records to show actual time devoted and cost incurred for a minimum of three (3) years after the completion of the contract.

7-10 Ownership of Records

The GPMTD shall retain ownership of all plans, specifications, and related documents

SECTION 8 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

8-1 No Obligation by the Federal Government

1. The Purchaser 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 Purchaser, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8-2 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. 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)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8-3 Access to Records and Reports

The following access to records requirements apply to this Contract:

8. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives 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. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites

pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

9. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
10. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
11. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
12. 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.
13. 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
14. FTA does not require the inclusion of these requirements in subcontracts.

8-4 Changes to Federal Requirements

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 Purchaser 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.

8-5 Termination Provisions

- a. **Termination for Convenience (General Provision)** The GPMTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GPMTD to be paid the Contractor. If the Contractor has any property in its possession belonging to the GPMTD, the Contractor will account for the same, and dispose of it in the manner the GPMTD directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the GPMTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the GPMTD 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 GPMTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The GPMTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 business days 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 GPMTD'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 GPMTD setting forth the nature of said breach or default, GPMTD 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 GPMTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that GPMTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by GPMTD shall not limit GPMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience of Default (Cost-Type Contracts)** The GPMTD may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the GPMTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GPMTD, or property supplied to the Contractor by the GPMTD. If the termination is for default, the GPMTD may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the GPMTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the GPMTD, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

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

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the GPMTD may terminate this contract for default. The GPMTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the GPMTD, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and GPMTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. 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.

- 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.

8-7 Disadvantaged Business Enterprise (DBE) Participation

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal for DBE participation has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GPMTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial bids (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the GPMTD. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the GPMTD, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the GPMTD.

8-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding 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 4220.1E](#) 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8-9 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or

affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

8-10 Disputes, Breaches, Defaults, or Other Litigation

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 GPMTD's General Manager. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by GPMTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

8-11 Disclosure of Lobbying Activities.

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

8-12 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-13 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-14 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.

8-15 Cargo Preference

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

8-16 Fly America

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

carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8-17 Access Requirements for Persons with Disabilities

The Recipient agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Recipient also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

8-18 Buy America

This Contract is subject to the “Buy America” requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Bidders’ attention is directed to 49 CFR §661.11, “Rolling Stock Procurements.” Prospective Bidders have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A Proposer shall submit to the Agency the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bidders that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

The two signature blocks on the Buy America certificate are mutually exclusive. Bidders shall sign only one signature block on the certificate. Signing both signature blocks will make the Bid nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

The FAST Act phases in an increased domestic content percentage requirement for rolling stock, as follows:

FY18 & FY19: more than 65% domestic content

FY20 & beyond: more than 70% domestic content

8-19 Recycled Products

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

8-20 Veterans Preference

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8-21 Contract Work Hours and Safety Standards

The records to be maintained under this clause shall be made available by the Contractor or Sub-contractor for inspection, copying, or transcription by authorized representatives of the FTA, US Department of Transportation, or the Department of Labor, and the Contractor or Sub-contractor will permit such representatives to interview employees during working hours on the job.

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also 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 the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT A – Vendor Checklist

(Verification that all necessary documents are included)

This form must be completed and returned with the technical bid. Failure to return this form may be cause for considering your bid non-responsive.

	<u>Vendor Check-Off</u>	<u>GPMTD Check-Off</u>
Cover Letter	_____	_____
Invitation for Bid Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Bid Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification/ Approved Equals	_____	_____
Attachment E: Certification Regarding Debarment and Suspension	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Compliance with Federal Lobbying Regulations	_____	_____
Attachment H: Firm Data Sheet	_____	_____
Attachment I: DBE Good Faith Effort (Information Sheet)	N/A	N/A
Attachment J: DBE Letter of Intent	_____	_____
Attachment K: DBE Affidavit	_____	_____
Attachment L: DBE Unavailable Certification	_____	_____
Attachment M: Prompt Payment Affidavit	_____	_____
Attachment N: Buy America	_____	_____
Attachment O: Bid Pricing Form	_____	_____

ATTACHMENT B – Bid Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee bid.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C – Addendum Page

The undersigned acknowledges receipt of the following addenda to this IFB. (Include the number and date for each entry.)

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the bid to be considered non-responsive to this Invitation for Bid, which will require rejection of the bid.

Signature

Title

ATTACHMENT D – Request for Clarifications / Approved Equals

Date: _____

Proposing Company: _____

Section of the IFB: _____ Page Number: _____

Proposer's Request: _____

GPMTD Response: _____

Approved _____

Denied _____

Comments: _____

Signature: _____ Date: _____

ATTACHMENT E - Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

Authorized Official: _____

Signature: _____

Date: _____

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this bid.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT F – Affidavit of Non-Collusion

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 bid (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 bid 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 Invitation for Bids, designed to limit independent bids or competition;
3. That the contents of this bid/proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____
(Number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT G – Certifications of Compliance with Federal Lobbying Regulations

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____
Signature of Company Official

Date

Official's Title

ATTACHMENT H – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below **for all firms on the project team, both prime and subcontractors**. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by IDOT
N = Not DBE-Certified by IDOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process

ATTACHMENT I – Good Faith Effort
(For information only – not to be returned)

1. The GPMTD has established a ten percent (10.0%) goal for Disadvantaged Business Enterprise (DBE) participation for this contract. Therefore, a proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The proposer can meet this requirement in either of two (2) ways. First, the proposer can meet or exceed the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if the proposer doesn't meet the goal, the proposer can document its good-faith efforts to meet the goal. This means that the proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. The GPMTD will use the good-faith efforts mechanism as required by 49 CRF part 26. It is up to the GPMTD to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good-faith efforts. The GPMTD will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, GPMTD's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.
3. The GPMTD will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good-faith was made. The rule specifically prohibits the GPMTD from ignoring bona fide good-faith efforts.
4. The following is a list of types of actions that the GPMTD will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether or not a DBE is certified.
 - b. The DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - d. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

ATTACHMENT I – Good-Faith Effort (Continued)

- e. Negotiating in good-faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

- f. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids from DBEs in the Contractor's efforts to meet the project goal.
- g. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance, as required by the recipient or contractor.
- h. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- i. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT J – DBE Letter of Intent

To: _____
(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GPMTD.

Name of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT K – DBE Affidavit

State of _____

Date: _____

County: _____

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

(Name of Official)

(Name of DBE)

and certifies that since the date of its certification through the IL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day _____, 20_____

(Notary Public)

NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT L – DBE Unavailable Certification

I, _____, the _____
(Name) (Title)

of _____ certify that on _____
(Proposer/Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a bid to perform the following work item(s):

DBE Organization	Work Items Sought	Form of Bid Sought (i.e., materials, materials & labor, labor only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a bid, for the following reason(s):

Signature: _____ Date: _____

_____ was offered an opportunity on _____
(Name of Disadvantaged Business Enterprise) (Date)

by _____ to submit a bid to perform the above identified work.
(Proposer)

The above statement is a true and accurate account of why I did not submit a bid on this project.

Signed: _____
(Disadvantaged Business Enterprise Official)

Title: _____

Date: _____

ATTACHMENT M – Prompt Payment Affidavit

Complete either (A) or (B), as applicable

(A) The undersigned affirms, to the best of his/her knowledge and belief, that:

- (1) The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from the District for that work.
- (2) The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after the GPMTD has released retainage to the Contractor for that portion of the work.
- (3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by GPMTD's General Manager or his/her designee.
- (4) The undersigned understands and agrees that the GPMTD will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the GPMTD the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

_____ Signature	_____ Company Name
_____ Official's Name and Title	_____ Date

(B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

_____ Signature	_____ Company Name
_____ Official's Name and Title	_____ Date

ATTACHMENT N – Buy America Certification

For all contracts involving the purchase of buses, other rolling stock (including train control, communication, and traction power equipment) and associated equipment, one of the following certifications must be completed and furnished with the Bid. Failure to provide the certification will result in your bid being declared non-responsive and rejected. Details regarding these certifications may be found in 49 C.F.R Part 661, entitled Buy America Requirements.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

Certificate of Compliance with 49 USC § 5323U)(2)(C) Regarding Rolling Stock

The Bidder hereby certifies that it will comply with the requirements of 49 USC § 5323(i)(2)(C) and the regulations in 49 CFR 661.11.

Date: _____

Company Name: _____

Title: _____

Signature: _____

Certificate of Non-compliance with 49 USC§ 5323(j)(2)(C) Regarding Rolling Stock

The Bidder hereby certifies that it cannot comply with the requirements of 49 USC § 5323(i)(2)(C), but it may qualify for an exception to the requirements pursuant to 49 USC§ 5323(i)(2)(B) or (i)(2)(D) and regulations in 49 CFR 661.7.

Date: _____

Company Name: _____

Title: _____

Signature: _____

ATTACHMENT O – Bid Pricing Form

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Invitation for Bid, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations. **Detailed cost information shall be attached and meet the requirements as described in the Bid.**

	COST
Wrecker Tow Truck	\$
Diagnostic Software Package and Cables	\$
Total Cost	\$

_____ Signature	_____ Company Name
_____ Official's Title	_____ Address
_____ Date	_____ Telephone Number