

REQUEST FOR PROPOSALS

VOICE OVER INTERNET PROTOCOL (VOIP) AND INTERNET SERVICE

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

REQUEST FOR PROPOSAL – COVER PAGE

		February 17, 2020		
	Issue Date:	Voice over Internet Protocol (VoIP) and		
	Title:	Internet Service		
	Reference Number:	RFP# NF2020-02		
	Issuing and Using Agency:	Greater Peoria Mass Transit District		
		Attn: Jamie Arbogast, Director of Procurement		
		2105 NE Jefferson Avenue		
		Peoria, Illinois 61603-3587		
		vice(s) Described Herein Will Be Received Until:		
	4:00 PM on March 13, 2020 (CST)			
	All Inquiries for Information Should Be Directed	To: Address listed above or Phone (309) 679-8155.		
IF PR	OPOSALS ARE MAILED OR HAND-DELIVERED, SEND	DIRECTLY TO:		
		SON AVENUE, PEORIA, ILLINOIS 61603-3535.		
	· · · · · · · · · · · · · · · · · · ·	mission deadline, as reflected above, must clearly appear on		
the fa	ace of the returned proposal package.			
	In Compliance With This Request For Proposals	And To All Conditions Imposed Therein And Hereby		
	Incorporated By Reference, The Undersigned	Offers And Agrees To Furnish The Goods/Services		
		ned Signed Proposal Or As Mutually Agreed Upon By		
	Subsequent Negotiation.			
	Name and Address of Firm:			
		Date:		
		Ву:		
		(Signature in ink)		
	Zip Code:	Name:		
		Name: (Please Print)		
	Telephone: ()	Title:		
	Fax Number: ()			
	rax Number: U J	FFI/FIN Number:		

DUNS Number: _____ E-Mail Address: _____

NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD:

TABLE OF CONTENTS

REQUEST FOR PROPOSAL – COVER PAGE	2
TABLE OF CONTENTS	3
LEGAL NOTICE	10
INTERESTED PROPOSER REGISTRATION FORM	11
SECTION 1 - INSTRUCTIONS TO PROPOSERS	12
1-1 Introduction	12
1-2 Purpose	12
1-3 Proposal Submission	12
1-4 Proposal Format and Required Content	12
1-5 Proposal Signature	15
1-6 Inquiries	15
1-7 Procurement Schedule	15
1-8 Pre-Proposal Meeting	15
1-9 Interviews & Presentations	16
1-10 Proposal Specifics	16
1-11 Examination of RFP and Contract Documents	16
1-12 Interpretation of RFP and Contract Documents	17
1-13 Cost of Proposals	17
1-14 Samples	17
SECTION 2 – SCOPE OF WORK	18
2-1 Introduction	18
2-2 Description	18
2-3 Scope of Work	19
2-4 Requirements	19
2-5 Current Environment	23
SECTION 3 – PROPOSAL SUBMISSION PROVISIONS	24
3-1 Postponement, Amendment and/or Cancellation of Request for Proposals	24
3-2 Rejection of Proposals	24
3-3 Clarification of Proposals	24

	3-4 Approved Equals	24
	3-5 Modification or Withdrawal of Proposals and Late Proposals	25
	3-6 Errors and Administrative Corrections	25
	3-7 Compliance with RFP Terms and Attachments	25
	3-8 Collusion	26
	3-9 Pricing, Taxes and Effective Date	26
	3-10 Proposal Alternatives	26
	3-11 Single Proposal Response	26
	3-12 Exclusionary or Discriminatory Specifications	27
	3-13 Protest Procedures	27
	3-14 Insurance Requirements	28
	3-14.1 General Requirements	28
	3-14.2 Required Coverages	29
SEC	CTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD	
	4-1 General	
	4-2 Eligibility for Award / Preliminary Proposal Review	
	4-3 Evaluation of Proposals	
	4-4 Scoring and Evaluation Criteria	
	4-5 Competitive Range	
	4-6 Negotiations	
	4-7 Contract Award	
	4-8 Execution of Contract and Notice to Proceed	
	4-9 Public Disclosure of Proposals	32
SEC	CTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS	33
	5-1 Administration	33
	5-2 Notification of Delay	33
	5-3 Request for Extension	33
	5-4 Contract Changes	33
	5-5 Instructions by Unauthorized Third Persons	33
	5-6 Cost or Price Analysis	34
	5-7 Lack of Funds	34
	5-8 Force Majeure	34
	5-9 Taxes, Licenses, Laws, and Certificate Requirements	35
	5-10 Defective Work, Materials or Services	35

	5-11 Assignment	35
	5-12 Indemnification and Hold Harmless	36
	5-13 Applicable Law and Forum	36
	5-14 Attorney Fees	36
	5-15 State Officials and Employees Ethics Act	36
	5-16 Conflicts of Interest and Non-Competitive Practices	37
	5-17 Conflicts of Interest – Current and Former Employees	37
	5-18 Other Public Agency Orders	38
	5-19 Severability	38
	5-20 Non-waiver of Breach	38
	5-21 Use of GPMTD's Name in Contractor Advertising or Public Relations	38
	5-22 Termination Provisions	38
SEC	CTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS	41
	6-1 Contract	41
	6-2 Contract Documents and Precedence	41
	6-3 Contract Term	41
	6-4 Payment Procedures	41
	6-5 Advance Payment Prohibited	42
	6-6 Prompt Payment to Subcontractors	42
	6-7 Price Adjustments	43
	6-8 Shipping Charges	43
	6-9 Delivery Points	43
	6-10 Summary Report	43
	6-11 Warranty Provisions	43
	6-12 Express Warranties for Services	44
	6-13 Warranty Remedies	44
	6-14 Independent Status of Contractor	44
	6-15 Notices	44
	6-16 Non-Disclosure of Data	45
	6-17 Non-Disclosure Obligation	45
	6-18 Public Disclosure Requests	45
	6-19 Ownership of Data	45
	6-20 Patents and Royalties	46
	6-21 Changed Requirements	46
	6-22 Counterparts	46

6-23 Contractual Relationships	46
SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS	47
7-1 Interest of Members of in Congress	47
7-2 Prohibited Interests	47
7-3 Contract Changes	47
7-4 Escalation	47
7-5 Equal Employment Opportunity	47
7-6 Financial Assistance	48
7-7 Audit and Inspection of Records	48
7-8 Assignment	48
7-9 Retention of Records	49
7-10 Ownership of Records	49
ATTACHMENT A – Vendor Checklist ATTACHMENT B – Proposal Affidavit	
ATTACHMENT C – Addendum Page	52
ATTACHMENT D – Request for Clarifications / Approved Equals	53
ATTACHMENT E – Affidavit of Non-Collusion	54
ATTACHMENT F – Indemnity and Insurance Requirements	55
ATTACHMENT G – Firm Data Sheet	56
ATTACHMENT H – Prompt Payment Affidavit	57
ATTACHMENT I - Proposal Pricing Form	5.0

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.

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

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

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

<u>Best and Final Offer</u>: 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.

<u>Buyer</u>: 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.

<u>Change Documentation</u>: 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.

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

<u>Contract Amendment</u>: 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.

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

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

<u>Contract Price</u>: 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.

<u>Contractor</u>: 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.

<u>Cost Analysis</u>: 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.

<u>Documentation</u>: 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.

<u>DOT</u>: Department of Transportation.

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

FTA: Federal Transit Administration.

<u>GPMTD</u>: Greater Peoria Mass Transit District.

<u>Person</u>: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

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

<u>Procurement Administrator</u>: 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.

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

<u>Proposer or Offeror or Bidder</u>: 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.

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

RFP or Solicitation: Request for proposals; also known as the solicitation document.

<u>Scope of Work</u> or <u>Statement of Work (SOW)</u>: A section of the Request for Proposals 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.

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

<u>Shall</u> or <u>Will</u>: 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.

<u>Specifications</u> or <u>Technical Specifications</u>: A Section of the Request for Proposals 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.

<u>Subcontractor</u>: 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.

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

<u>Work</u>: 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

February 17, 2020

REQUEST FOR PROPOSALS Voice over Internet Protocol (VoIP) and Internet Service RFP# NF2020-02

The Greater Peoria Mass Transit District (GPMTD) is seeking proposals for Voice over Internet Protocol (VoIP) and Internet Services. The scope of work/specifications is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFP, 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 RFP) and submit to the listed person, via e-mail. All questions should be directed to:

Jamie Arbogast, Director of Procurement Greater Peoria Mass Transit District 2105 NE Jefferson Avenue Peoria, IL 61603-3587 (309) 679-8155 E-mail: jarbogast@ridecitylink.org

All proposals must be received on or before 4:00 pm (CST) on March 13, 2020 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 proposals 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.

A Non-Mandatory Pre-Proposal Meeting will be held on <u>February 20, 2020 at 3:00 pm (CST)</u>, at the GPMTD Administrative office, 2105 NE Jefferson Avenue, Peoria, IL 61603.

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

INTERESTED PROPOSER REGISTRATION FORM

Voice over Internet Protocol (VoIP) and Internet Service RFP# NF2020-02

Date: February 17, 2020

To: INTERESTED CONTRACTORS

Subject: Voice over Internet Protocol (VoIP) and Internet Service RFP# NF2020-02

To Proposers:

The REQUEST FOR PROPOSALS (RFP) and any issued addenda(s) are available for download at www.ridecitylink.org/resources/procurement. Please submit this Form to jarbogast@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 REQUEST FOR PROPOSALS. 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 proposal that you provide to the Greater Peoria Mass Transit District.

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

Sincerely,
Jamie Arbogast
Director of Procurement
PH: (309)679-8155

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The Greater Peoria Mass Transit District (GPMTD) 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.

GPMTD 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 36 medium duty vans used for CityLift services. GPMTD has three (3) facilities comprised of an Administration Building and Maintenance Building located at 2105 NE Jefferson, and a Transit Center located at 407 SW Adams.

1-2 Purpose

The purpose of this Request for Proposals (RFP) is requesting proposals from qualified, responsive and responsible company to Lease Voice over Internet Protocol (VoIP) and Internet Service as specified in Section 2, Scope of Work.

1-3 Proposal Submission

The proposer will submit:

- One (1) original;
- Six (6) hard copies;

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words "Proposal for Voice over Internet Protocol (VoIP) and Internet Service RFP# NF2020-02" and the time and date proposals are due. GPMTD will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

GPMTD shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN 4:00 pm (CST), March 13, 2020**.

1-4 Proposal Format and Required Content

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply, and sections shall be tabbed to coincide with the sections of the RFP 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 RFP. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by GPMTD and may be rejected.

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

- A. Request for Proposal Cover Page (page 2) and all properly completed and executed Attachments
- B. 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 proposal.
- C. Notice of Exception(s) (if applicable)
- D. Qualifications and Capabilities of the Company
 - 1. Name(s) and title(s) of all key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.
 - 2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
 - 3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.
 - 4. In addition to SSAE 16 certification, please indicate any other industry certifications. For example:
 - SSAE 16
 - PCI
 - HIPPA
 - 5. Identify any and <u>all</u> subcontractors, if applicable. For each subcontractor, provide the name the company, address, contact person, telephone number and project function(s).

Proposer must provide affirmation of your company's ability to meet all RFP requirements, including any supporting documentation, sales materials, etc. Also include a reason why you are

not able to meet any RFP requirements and why you feel regardless of your inability to meet all requirements your proposal should be considered.

E. Related Experiences and References

- 1. This section of the Proposal should establish the ability of the Proposer to provide the required product or service by demonstrating competence in the performance of services to be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
- 2. Please identify what you believe are the primary characteristics that differentiate your firm from others in the market and explain why your company is uniquely positioned to work successfully with GPMTD.

F. Technical Proposal (to include)

- 1. Proposers must demonstrate their understanding of the project, describe their project approach and explain how they will meet GPMTD's goals and objectives.
- 2. A response to each line item in Section 2, the Scope of Work. The proposer will identify the response to each line item in the order the line item appears in the Scope of Work. Identify how the line item requirements will be met and describe in detail the item being presented. This response will incorporate all addenda to the RFP. Each response should be clearly defined and shall include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
- 3. Provide, in narrative form, a plan of how your organization, would approach this project if awarded the contract. This should include, but not be limited to, complete compliance with the Scope of Work, identification of potential shortfalls in your understanding of the requirements, and your ideas which would improve the likelihood of success for both parties.
- 4. Where the Scope of Work permits alternative means, methods, and/or materials to be employed, the proposal shall indicate the choice of the Proposer.
- 5. A comprehensive list of any disclaimers or caveats pertaining to the provision of service and start-up of services as described in GPMTD's Scope of Work/Specifications. Except as clearly stated in this section, it shall be assumed that GPMTD's Scope of Work shall supersede any and all such specifications that may be described and/or included in the proposal

G. Cost/Price Proposal

The Cost/Price Proposal should identify and respond to the items within the Scope of Work. A summary of the cost/price proposal for items in the proposal is required, showing fees for the

basic work program. The cost for the entire proposal is also required. The Proposer/Bidder must demonstrate its financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals 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: "Proposal for Voice over Internet Protocol (VoIP) and Internet Service RFP #NF2020-02". Any communication with GPMTD should be written and directed to: Jamie Arbogast, Director of Procurement, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. Written communication may also be forwarded via email to jarbogast@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:

Request for Proposals available:	February 17, 2020
Pre-Proposal Meeting at 3:00 pm (CST):	February 20, 2020
Deadline for questions and clarifications:	February 28, 2020
Deadline for <u>responses</u> to questions and clarifications:	March 6, 2020
Proposals due by 4:00 pm (CST) :	March 13, 2020
Evaluation of proposals & possible interviews:	March 16 – April 3, 2020
Recommend Contract Award at GPMTD Board Meeting:	April 13, 2020
Contract Effective Date:	April 20, 2020
Start Up Date:	June 01, 2020

1-8 Pre-Proposal Meeting

There will be a non-mandatory pre-proposal meeting on <u>February 20, 2020 at 3:00 pm (CST)</u> at GPMTD's Administrative Office located at 2105 NE Jefferson Avenue, Peoria, Illinois 61603. All potential proposers attending will attend at their own cost and should bring a hardcopy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. The GPMTD may conduct a site visit for all proposers so it will not be necessary later on for proposers to make a subsequent claim or request a contract modification because of facts not known when the proposal

was submitted.

1-9 Interviews & Presentations

GPMTD <u>may</u> schedule interviews and presentations for Proposers submitting proposals for this project. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

GPMTD will expect the Project Manager to take an active part in making the presentation at the Proposer's interview. The Project Manager would have day-to-day responsibility conducting services contracted or very closely supervising others' work for the services contracted, if awarded.

The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

The presentations will be at the Greater Peoria Mass Transit District offices on 2105 NE Jefferson Avenue Peoria, IL.

1-10 Proposal Specifics

The Selection Committee reserves the right to reject any or all proposals. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

1-11 Examination of RFP 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 proposal 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 proposal 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 RFP, 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 Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding

of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-12 Interpretation of RFP and Contract Documents

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

1-13 Cost of Proposals

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

1-14 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, proposal 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 proposal opening date. If instructions are not received within this time, the commodities shall be disposed of by GPMTD.

<u>SECTION 2 – SCOPE OF WORK</u>

2-1 Introduction

The Greater Peoria Mass Transit District is conducting an RFP for Leasing Voice over Internet Protocol (VoIP) and Internet Service. The qualified vendor will be customer driven and provide GPMTD with an exceptional level of service and quality products. GPMTD encourage companies to submit the most comprehensive proposal possible offering the highest quality of service.

2-2 Description

The proposer shall furnish all labor, materials, software, hardware and other equipment necessary to make the network and phone system operational. Proposer shall also provide a detailed plan for implementation, cutover and project management. The proposal must offer the GPMTD a suitable transition path from the current environment into the new environment and the proposer will be required to install, test, cutover, train on and warrant all aspects of the proposed solution.

The network must be highly reliable and scalable. Network capabilities including throughput, reliability, physical redundancy and backup power systems will be considered.

All fiber WAN terminations (Demarcs) shall be to existing MMF (Fiber) ports on GPMTD owned FPOE Fortiswitches

Successful proposer shall submit a Statement of Work\Specifications, that shall include:

- 1. GPMTD Requirements
- 2. Physical diagrams for all proposed network installations
- 3. Detailed project plans and detailed method of project completion
- 4. Project timeline listing project milestones
- 5. Secure GPMTD approval before beginning any work or ordering any equipment
- 6. Order, install, configure and test equipment, software and circuits
- 7. Assist with cutover of each location to the new WAN
- 8. Provide full documentation of all installed circuits and equipment
- 9. Turn over all documentation of the GPMTD at completion
- 10. Provide a written Business Continuity Plan that will be tested before signing off on project
- 11. Provide up to sixteen (16) hours training to GPMTD personnel or assigned designee(s) who will be managing the complete phone and communication system

Proposer's response shall detail at least the following:

Proposal for Voice over Internet Protocol (VoIP) and Internet Service RFP #NF2020-02

- 1. Definition of major outage and escalation procedures
- 2. Guaranteed response times for repair

Proposer shall show all total cost for both recurring and non-recurring (startup) charges along with any/all other taxes and surcharges.

2-3 Scope of Work

GPMTD is requesting to have one Voice over Internet Protocol (VoIP) and Internet services vendor with a singular point of contact with a proven track record of successful implementations exceptional service all while provided under a single contract and billing platform.

GPMTD intends to contract with a qualified vendor for continuation of high-speed (gigabit Ethernet) IP Wide Area Network (WAN) and fiber lines to support Internet access for all facilities that are within GPMTD's network as well as a cloud-based VoIP phone system.

Proposed fiber network architecture (termination Points) must match the existing WAN that is based on our current site setup (Administration building located at 2105 NE Jefferson Ave. Peoria, Maintenance building 2105 NE Jefferson Ave. Peoria, Transit Center 407 SW Adams St., Peoria). This is a significant investment and will need to be adhering to our network design.

2-4 Requirements

- All proposers submitting a proposal, regardless of the connectivity type, must have the ability to sell and support service to all GPMTD locations. Proposals will not be considered from vendors that cannot sell services and provide a single point of contact for support of those services at all GPMTD locations.
- 2. All proposers submitting a proposal must have a human staffed 24x7x365 network operations center or similar in which proactive network monitoring and maintenance occurs 7 days a week, 24 hours a day, including holidays. Vendors must provide a 24x7x365 voice-based point of contact for GPMTD to report trouble or repair issues. Point of contact must be reachable in three minutes or less from time of call placement.
- 3. Proposers must supply a problem escalation chart with an escalation path including mobile telephone numbers eventually leading to the company's executive team.
- 4. Vendor is required to make a record (often known as a "trouble ticket") for each such occurrence or outage, containing at a minimum the time of commencement, time of response, and time of repair. Response time for occurrences or outages, must be one hour or less, be listed and contain the original problem and the solution thereof. Provide compensation penalty options for each occurrence.
- 5. GPMTD communication outage and or phone system outage which shall be deemed any occurrence of any type shall have a maximum of 4 hours or less before any penalty will be charged. Provide compensation penalty options for each 4 hours of downtime
- All GPMTD locations must be able to access the Internet directly (specified traffic only), or carrier must have the ability to bring the specified Internet destined traffic to a carrier managed headend facility other than the GPMTD datacenters for transfer to the Internet.
- 7. All GPMTD facilities location equipment proposed for installation by the vendor regardless of network topology must be industry standard and widely installed with a proven track record of reliability. All vendor supplied and/or installed equipment at the location must be vendor maintained for the lifetime of the service agreement proposed including option years.

Proposal Requirements

- 1. Monthly Recurring and Nonrecurring cost in total
- 2. Monthly Recurring and Nonrecurring cost breakout by location
- 3. Make/model of all equipment to be installed by location
- 4. Bandwidth speeds by location
- 5. Proposed term of initial service agreement including option years
- 6. Definition of major outage and escalation procedures as part of the SLA
- 7. Startup Recurring and Nonrecurring cost in total
- 8. Pricing information on any/all other taxes and surcharges
- 9. All agreements (template is fine) that would be executed upon successful award
- 10. Diagram of proposed network topology
- 11. Affirmation of your company's ability to meet all RFP requirements, including any supporting documentation, sales materials, etc. Include any reason why you are not able to meet any RFP requirements and why you feel regardless of your inability to meet all requirements your proposal should be considered
- 12. Must be able to meet or exceed all PCI (Payment Credit Industry) security standards
- 13. Provide pricing for options requested or options vendor proposes in addition to requirements of RFP
- 14. Monthly breakout of outages and service interruptions attached to invoice with performance penalties incorporated that will also reflect credits for said outages on current month's invoice
- 15. Provide adequate coverage to meet GPMTD Insurance Requirements

<u>Functionality Requirements for the VoIP Solution</u>

The following are requirements for VoIP technical functionality options and features associated with the platform.

- 5 handsets and 3 conference phone, list options for possible quantity increase
- Excellent Industry-standard low levels of jitter and packet loss
- "High Quality" Level of voice quality
- Internal dialing
- Unified messaging (voice message to email) with ability to transcribe to email
- Cloud based PBX solution (non-on prem or hybrid)
- Options for additional phones during construction phases; ability for one person to have multiple phones & DIDs during this period
- Obscure outgoing phone numbers with trunk line which a caller will reach our call Queue upon callback
- Hands free, wireless headsets (Up to 8) with options for additional

- Porting of all current phone needed numbers
- Distinctive Ringing (Administrative Offices)
- Audio conferencing
- Automated attendant
- Live call monitoring
- Call group creation
- Hunt group creation
- Capacity of required simultaneous live calls
- Call forwarding for both extensions and main numbers
- Call forwarding (internal and off premise)
- Call Pickup
- Softphone
- Caller ID
- Speakerphone
- Call Transfer (hot and cold)
- Do not Disturb
- Conferencing
- Outbound Message Notification (Voicemail)
- Announcements on Hold (Customizable for MCS to announce events, etc. to callers while they
 are on hold
- Call blocking for Private Numbers
- Call recording and review
- Voice Mail with up to 1,000 Mailboxes & 100 hours of storage time
- Programmable Call Routing (to pages, cell phones, etc.)
- Call Accounting/Information Management integrated with software for network/workstation monitoring & reports (incoming calls — lost calls — duration of calls — service level, all with ability but not limited to be broken down by user, date, day of week, user group
- E911 Compliant
- D.I.D. (Direct Inward Dial) D.O.D. for E911 issues
- Interactive voice response
- LCD displays on all phones with speed dial buttons
- Sequential hunting
- Automatic callback of extensions as well as outside calls
- Call queuing
- Camp on call waiting
- All features and functionalities of a digital phone system
- Automated attendant
- Interfacing with digital network

Proposal will be a Fiber-backed Solution

- Replace the existing point to point connections with a solution that will provide a 2-node MPLS VPN with Managed Rental Routers, replace existing fiber internet egress connection, SIP trunking with VoIP QoS built into the network and dedicated internet. Fiber solution must be a minimum of 100Mbps access local loops at the Administration and Transit Center locations.
- 2. All proposers should be aware of locations for GPMTD properties setup (Administration building located at 2105 NE Jefferson Ave. Peoria; Maintenance building 2105 NE Jefferson Ave. Peoria; Transit Center 407 SW Adams St Peoria).
- 3. Proposers should consider that GPMTD is requiring that the contractor include a lease agreement or a rental agreement of a new telephone system that is compatible with the contractor's fiber lines as well as third party ISP providers who are used or could be used for redundancy. This will also include that the responsibility of that vendor is to service and maintain the phones\system at current technology. The telephones\system may not be used or reconditioned. Additionally, the contractor is responsible for upgrades to the telephones\system from the base agreement including the option years.
- 4. Proposer must have a minimum of 10 years in the telecommunication business.
- 5. Proposer must provide with their proposal, a Business Continuity Plan for the proposed network, as well as redundant cabling on separate pathways for "middle mile" transmission that is mutually agreed upon by GPMTD and Contractor prior to contract execution.
- 6. Proposer maybe a reseller or own the fiber.
- 7. Proposer will provide within proposal, conversion plan of all GPMTD analog lines that are currently in use to the desired VOIP solution wherever possible and mutually agreed to by both parties.
- 8. Must provide a web portal for GPMTD to view all lines and provide information that will allow for bandwidth adjustments when needed.
- 9. GPMTD requires that the contractor be a minimum Tier II telecommunication provider

Services Required for Installation of the Telephone System

- 1. On-site training sessions broken out amongst varying times during day/week
- 2. Setup, configuration & programming of system
- 3. Tone tag testing of existing lines
- 4. Reliable maintenance and service referrals requested for verification
- 5. Help line for calling after training is complete
- 6. Supply all equipment, installation and maintenance of new system according to specifications

Additional Requirements shall be included but not be limited to

1. Available help desk 24 hours a day

- 2. Up to eighty (80) hours of on-site training which will include, but not be limited to, the Customer Service Representatives, and all Administration Staff. This training shall consist of all aspects of phone system usage, (i.e., forwarding incoming phone calls, phone call recording, phone call routing, phone message retrieval, etc).
- 3. Tone-tag-testing of existing lines, complete installation, setup, configuration, programming according to our needs per each department.

2-5 Current Environment

GPMTD has 45 handsets and 3 conference phones. GPMTD currently uses an Allworx phone solution. The average number of incoming minutes is roughly 12,000 per month and outgoing minutes average 2,000 per month.

Lines and POTS Totals

- Analog circuit from 2105 SW Jefferson to Kingman Ave & Prospect Ave
- Analog circuit from 2105 NE Jefferson to 813 Toledo, 4017 Prospect Road and 407 SW Adams
- T1 line from 2105 NE Jefferson to 407 SW Adams (data line, phone line from Administration Building to Transit Center)
- PRI Line mainly used for DID lines
- 14 POTS Lines Main location
- 4 POTS lines downtown location
- The fax lines are as follows:
 - o 3 lines Administration Building (2105 NE Jefferson)
 - o 1 line 407 SW Adams

Alarm Circuits

- Alarm circuit 1212 Jefferson, 813 Toledo, 4017 prospect Road, 407 SW Adams & 2105 Jefferson
- Alarm circuit 2105 Jefferson to Kingman Ave & Prospect
- Point-to-Point 2105 Jefferson to 407 Jefferson
- Point-to-Point 211 Adams to 2105 Jefferson
- POTS Account including lines 309-497-0741, 0747 & 0753
- POTS Account including lines 4053, 4046, 3714, 8373, 8359, 8357, 8015, 6145, 5725, 2423, 2421, 2420

Proposal Format Suggestions

- 1. <u>Sample Services Agreement</u>: Provide a detailed sample Services Agreement for the solution that you are proposing. Please ensure that the proposed and specific contract language is used.
- 2. Other Information: Include additional information such as sample reports, etc.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Request for Proposals

The GPMTD reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. 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 proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the GPMTD's opinion, shall enable Proposers adequate time to revise their proposals.

GPMTD reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

3-2 Rejection of Proposals

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

3-3 Clarification of Proposals

GPMTD reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate the proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in the proposals' 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 proposal 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 proposals. Requests for approved equals and clarification of specifications must be received by GPMTD in writing a minimum of fifteen (15) days before the proposal opening to allow analysis of the request.

Any request for an approved equal <u>must</u> 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 Proposals and Late Proposals

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

3-6 Errors and Administrative Corrections

GPMTD will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals 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 proposal 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 proposal.

3-7 Compliance with RFP Terms and Attachments

GPMTD intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to the RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. 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 proposal.

GPMTD may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal 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 proposal, 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 proposal will be interpreted by GPMTD as the proposer's acceptance of the form agreement provided herein.

3-8 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Attachment E - 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 proposals 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 proposal 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 proposals 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 proposal is opened.

3-10 Proposal Alternatives

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

3-11 Single Proposal Response

If only one Proposal is received in response to the RFP, a sample of two (2) Proposals, 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 proposal 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) (3) 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-Proposal 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. <u>Commercial General Liability</u> (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. <u>Business Automobile Policy</u> 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 - PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

GPMTD shall employ the qualification-based selection in a negotiated purchase method in making the award for this procurement. Technical information and price information will be evaluated.

Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. GPMTD expects all offerors to fully cooperate with its evaluation process.

4-2 Eligibility for Award / Preliminary Proposal Review

The preliminary review is the initial step in the proposal review process and the purpose is to gauge the responsiveness of the Proposer. The proposals will be preliminarily evaluated according to the following criteria:

- The completeness of the proposal,
- The Proposer has submitted proposal 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 proposal and said proposal 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 GPMTD 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 GPMTD, that it has satisfactorily supplied services of the same general type and scope as that which is called for in the RFP.

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 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. GPMTD may then select the proposal that is considered to be the most advantageous to GPMTD.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the costs and quality associated with this service. Conversely, the proposal receiving the highest total score shall be deemed the proposal in the opinion of GPMTD, best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. As such, the proposal that is evaluated by an evaluation team member as the best with regard to a particular criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

•	Quality and Capability of the services to be provided	20%
•	Capabilities and Personnel Expertise of the Company and staff	20%
•	Technical Support	20%
•	Experience & References	10%
•	Cost Proposal	30%

Refer to Section 1-4 for additional information related to the evaluation criteria.

The Scope of Work, as amended through the request for exception process, and any addenda thereto, will set forth the minimum requirements of the service GPMTD requires through this procurement.

The award of this contract shall be made to the proposer whose proposal, in the opinion of GPMTD, best meets the established criteria listed herein.

4-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

4-6 Negotiations

GPMTD may undertake concurrent negotiations with proposers determined to be within a competitive range. GPMTD does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by GPMTD if, in the sole opinion of GPMTD, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by GPMTD. Negotiations may be entered into with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, GPMTD may initiate negotiations with the next ranking proposer or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. The GPMTD may elect to submit a revised cost as part of the negotiation process based on current market values.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to GPMTD's Board of Trustees as the successful proposer for award.

4-7 Contract Award

Contract award, if any, will be made by GPMTD to the responsible Proposer whose proposal best meets the requirements of the RFP, 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.

4-8 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.

4-9 Public Disclosure of Proposals

GPMTD is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all proposals 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 proposal, 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 including a change in the scope of work 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 General Manager or his/her 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 General

Manager or his/her authorized representative, which are considered to be a change in the Contract, will not be considered 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

Contractor shall hold harmless, defend, and indemnify GPMTD and its officers, officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the GPMTD.

5-13 Applicable Law and Forum

All work done pursuant to any contract resulting from this RFP 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. <u>Conflict of Interest</u> 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 representative's hereafter acquires such a conflict of interest, is 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. <u>Contingent Fees and Gratuities</u> Contractor, by entering into this Contract with GPMTD to perform or provide work, services, or materials, has thereby covenanted:
 - 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 or his/her authorized representative. 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.

5-22 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 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 affected 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 or 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 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.

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, 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. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2. the contractor, within [10] days from the beginning of any delay, notifies the GPMTD in writing of the causes of delay. If in the judgment of the GPMTD, the delay is excusable, the time for completing the work shall be extended. The judgment of the GPMTD shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

<u>SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS</u>

6-1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the firm fixed prices agreed to by GPMTD. 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.

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) Contract amendments;
- 4) Results of negotiations;
- 5) Solicitation and all issued addenda and approved equals;
- 6) Any optional federal regulations elected by GPMTD as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by GPMTD; and
- 8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

6-3 Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed. The term of the resulting contract shall be in effect for an Initial Term of three (3) years, commencing with the effective date of the contract, and terminating three (3) years after the contract effective date, unless sooner terminated. Prior to expiration of the Initial Term, the Contract may be extended by mutual agreement, for an Extension Term of Two (2) additional (1) one-year periods.

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:

or
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 GPMTD 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 GPMTD, 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 authorized representative. 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 GPMTD 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 GPMTD) 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 GPMTD, 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. <u>No Waiver of Warranties and Contract Rights</u>: 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. <u>Warranty</u>: 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 61603-3587

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 that 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

<u>ATTACHMENT A – Vendor Checklist</u>

(Verification that all necessary documents are included)

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

		Vendor <u>Check-Off</u>	GPMTD Check-Off
Cover Letter			
Request for Pro	pposal Cover Page		
Attachment A:	Vendor Checklist		
Attachment B:	Proposal Affidavit		
Attachment C:	Addendum Page		
Attachment D:	Request for Clarification/ Approved Equals		
Attachment E:	Affidavit of Non-Collusion		
Attachment F:	Indemnity and Insurance Requirements		
Attachment G:	Firm Data Sheet		
Attachment H:	Prompt Payment Affidavit		
Attachment I:	Proposal Pricing Form		

ATTACHMENT B - Proposal 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 proposal.

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 RFP. (Include the number and date for each entry.) Dated _____ Addendum Number Dated Addendum Number _____ Dated _____ Addendum Number _____ Dated _____ Addendum Number _____ Addendum Number _____ Dated _____ Addendum Number Dated Dated Addendum Number Failure to acknowledge the receipt of all addenda may cause the proposal to be considered nonresponsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D – Request for Clarifications / Approved Equals

Date:		
Proposing Company:		
Section of the RFP:	Page Number:	
Proposer's Request:		
GPMTD Response:		
Approved		
Denied		
Comments:		
Signature:	Date:	

ATTACHMENT E - 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 proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- 2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition;
- 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 proposal, and will not be communicated to any such person prior to the official opening of the proposal; 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 F – Indemnity and Insurance Requirements

- 1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Greater Peoria Mass Transit District (GPMTD). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by GPMTD.
- 2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to GPMTD and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to GPMTD.
- 3. Contractor shall furnish the GPMTD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to GPMTD before work begins. GPMTD reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION:

Contractor shall hold harmless, defend, and indemnify GPMTD and its officers, officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the GPMTD.

II. INSURANCE

All insurance required except for worker's compensation shall be endorsed to add Greater Peoria Mass Transit District, it's officials, Board members, employees, agents and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days written notice of cancellation.

I have read and understand the above requirements and performed for the GPMTD.	agree to be bound by them for any work
Authorized Signature:	_ Date:
Printed name:	_

ATTACHMENT G – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below <u>for all firms on the project team, both prime and subcontractors</u>. 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 H – 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 GPMTD 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 authorized representative.
- (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.

Company Name

Date

Signature

Official's Name and Title

	Official's Name and Title	Date
(B)	will be used in the performance of the wo	rms under penalty of perjury that no Subcontractors ork or services and, as such, the statutory prompt The undersigned further declares that he/she is
	authorized on behalf of the Contractor to si	ign this affidavit.

<u>ATTACHMENT I – Proposal Pricing Form</u>

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, 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 Proposal.**

	COST
	\$
	·
Signature	Company Name
 Official's Title	Address
Official's Title	Address
Official's Title	Address