

OCTOBER 25, 2019



# REQUEST FOR QUALIFICATIONS

*ARCHITECTURAL & ENGINEERING - BUILDING DESIGN AND  
RENOVATIONS*

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

## REQUEST FOR QUALIFICATION – COVER PAGE

Issue Date: October 25, 2019

Title: Architectural & Engineering - Building Design  
and Renovations

Reference Number: RFQ# FED2019-14

Issuing and Using Agency: Greater Peoria Mass Transit District  
Attn: Martha Howarter, Federal Programs  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:  
**4:00 PM on November 19, 2019**

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

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

**GPMTD PROCUREMENT, 2105 NE JEFFERSON AVENUE, PEORIA, ILLINOIS 61603-3587.**

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

In Compliance With This Request for Qualifications And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

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

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in ink)

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

Telephone: ( ) \_\_\_\_\_ Title: \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_ FEI/FIN Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

## TABLE OF CONTENTS

|                                                                                    |          |
|------------------------------------------------------------------------------------|----------|
| <b>REQUEST FOR QUALIFICATION – COVER PAGE.....</b>                                 | <b>2</b> |
| TABLE OF CONTENTS.....                                                             | 3        |
| DEFINITION OF WORDS AND TERMS.....                                                 | 7        |
| 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 Requirement, Format and Required Content.....                         | 12       |
| 1-5 Proposal Signature .....                                                       | 14       |
| 1-6 Inquiries.....                                                                 | 14       |
| 1-7 Procurement Schedule.....                                                      | 15       |
| 1-8 Interviews & Presentations.....                                                | 15       |
| 1-9 Proposal Specifics .....                                                       | 15       |
| 1-10 Selection of the Contractor.....                                              | 15       |
| 1-11 Disadvantaged Business Enterprise (DBE) Participation .....                   | 16       |
| 1-12 Examination of RFQ and Contract Documents.....                                | 17       |
| 1-13 Interpretation of RFQ and Contract Documents .....                            | 17       |
| SECTION 2 – SCOPE OF WORK .....                                                    | 18       |
| 2-1 Introduction/Background .....                                                  | 18       |
| 2-2 Scope of Work.....                                                             | 18       |
| SECTION 3 – PROPOSAL SUBMISSION PROVISIONS .....                                   | 19       |
| 3-1 Postponement, Amendment and/or Cancellation of Request for Qualifications..... | 19       |
| 3-2 Rejection of Proposals.....                                                    | 19       |
| 3-3 Clarification of Proposals.....                                                | 19       |
| 3-4 Modification or Withdrawal of Proposals and Late Proposals.....                | 19       |
| 3-5 Errors and Administrative Corrections .....                                    | 19       |
| 3-6 Compliance with RFQ Terms and Attachments.....                                 | 20       |
| 3-7 Collusion .....                                                                | 20       |

|                                                           |                                                            |    |
|-----------------------------------------------------------|------------------------------------------------------------|----|
| 3-8                                                       | Taxes and Interest .....                                   | 20 |
| 3-9                                                       | Single Proposal Response .....                             | 20 |
| 3-10                                                      | Exclusionary or Discriminatory Specifications.....         | 20 |
| 3-11                                                      | Protest Procedures .....                                   | 20 |
| 3-12                                                      | Insurance Requirements .....                               | 22 |
| 3-12.1                                                    | General Requirements .....                                 | 22 |
| 3.12.2                                                    | Required Coverages .....                                   | 22 |
| SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD .....    |                                                            | 24 |
| 4-1                                                       | General .....                                              | 24 |
| 4-2                                                       | Eligibility for Award / Preliminary Proposal Review .....  | 24 |
| 4-3                                                       | Evaluation of Proposals.....                               | 24 |
| 4-4                                                       | Scoring and Evaluation Criteria .....                      | 25 |
| 4-5                                                       | Contract Award .....                                       | 25 |
| 4-6                                                       | Execution of Contract and Notice to Proceed .....          | 25 |
| 4-7                                                       | Public Disclosure of Proposals.....                        | 26 |
| SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS ..... |                                                            | 27 |
| 5-1                                                       | Administration.....                                        | 27 |
| 5-2                                                       | Notification of Delay.....                                 | 27 |
| 5-3                                                       | Request for Extension .....                                | 27 |
| 5-4                                                       | Contract Changes .....                                     | 27 |
| 5-5                                                       | Instructions by Unauthorized Third Persons .....           | 27 |
| 5-6                                                       | Cost or Price Analysis .....                               | 28 |
| 5-7                                                       | Lack of Funds.....                                         | 28 |
| 5-8                                                       | Force Majeure .....                                        | 28 |
| 5-9                                                       | Taxes, Licenses, Laws, and Certificate Requirements .....  | 29 |
| 5-10                                                      | Defective Work, Materials or Services .....                | 29 |
| 5-11                                                      | Assignment.....                                            | 29 |
| 5-12                                                      | Indemnification and Hold Harmless .....                    | 30 |
| 5-13                                                      | Applicable Law and Forum.....                              | 30 |
| 5-14                                                      | Attorney Fees .....                                        | 30 |
| 5-15                                                      | State Officials and Employees Ethics Act.....              | 30 |
| 5-16                                                      | Conflicts of Interest and Non-Competitive Practices .....  | 31 |
| 5-17                                                      | Conflicts of Interest – Current and Former Employees ..... | 31 |
| 5-18                                                      | Other Public Agency Orders .....                           | 31 |
| 5-19                                                      | Severability .....                                         | 32 |

|                                                                     |                                                                         |    |
|---------------------------------------------------------------------|-------------------------------------------------------------------------|----|
| 5-20                                                                | Non-waiver of Breach .....                                              | 32 |
| 5-21                                                                | Use of GPMTD's Name in Contractor Advertising or Public Relations ..... | 32 |
| SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS .....           |                                                                         | 33 |
| 6-1                                                                 | Contract .....                                                          | 33 |
| 6-2                                                                 | Contract Documents and Precedence .....                                 | 33 |
| 6-3                                                                 | Contract Term .....                                                     | 33 |
| 6-4                                                                 | Payment Procedures .....                                                | 33 |
| 6-5                                                                 | Advance Payment Prohibited .....                                        | 34 |
| 6-6                                                                 | Prompt Payment to Subcontractors .....                                  | 34 |
| 6-7                                                                 | Price.....                                                              | 35 |
| 6-8                                                                 | Shipping Charges .....                                                  | 35 |
| 6-9                                                                 | Delivery Points.....                                                    | 35 |
| 6-10                                                                | Summary Report .....                                                    | 35 |
| 6-11                                                                | Warranty Provisions .....                                               | 35 |
| 6-12                                                                | Express Warranties for Services .....                                   | 36 |
| 6-13                                                                | Warranty Remedies.....                                                  | 36 |
| 6-14                                                                | Independent Status of Contractor.....                                   | 36 |
| 6-15                                                                | Notices.....                                                            | 36 |
| 6-16                                                                | Non-Disclosure of Data.....                                             | 37 |
| 6-17                                                                | Non-Disclosure Obligation .....                                         | 37 |
| 6-18                                                                | Public Disclosure Requests .....                                        | 37 |
| 6-19                                                                | Ownership of Data .....                                                 | 37 |
| 6-20                                                                | Patents and Royalties .....                                             | 38 |
| 6-21                                                                | Changed Requirements .....                                              | 38 |
| 6-22                                                                | Counterparts .....                                                      | 38 |
| 6-23                                                                | Contractual Relationships .....                                         | 38 |
| SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS .....           |                                                                         | 39 |
| 7-1                                                                 | Interest of Members of in Congress .....                                | 39 |
| 7-2                                                                 | Prohibited Interests.....                                               | 39 |
| 7-3                                                                 | Contract Changes .....                                                  | 39 |
| 7-4                                                                 | Escalation .....                                                        | 39 |
| 7-5                                                                 | Equal Employment Opportunity .....                                      | 39 |
| 7-6                                                                 | Financial Assistance .....                                              | 40 |
| SECTION 8 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS ..... |                                                                         | 41 |
| 8-1                                                                 | No Obligation by the Federal Government .....                           | 41 |

|                                                                                            |                                                                       |           |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------|
| 8-2                                                                                        | Program Fraud and False or Fraudulent Statements or Related Acts..... | 41        |
| 8-3                                                                                        | Access to Records and Reports .....                                   | 41        |
| 8-4                                                                                        | Changes to Federal Requirements .....                                 | 42        |
| 8-5                                                                                        | Termination .....                                                     | 43        |
| 8-6                                                                                        | Civil Rights Requirements .....                                       | 44        |
| 8-7                                                                                        | Disadvantaged Business Enterprise (DBE) Participation .....           | 45        |
| 8-8                                                                                        | Incorporation of FTA Terms.....                                       | 46        |
| 8-9                                                                                        | Suspension and Debarment .....                                        | 46        |
| 8-10                                                                                       | Disputes, Breaches, Defaults, or Other Litigation.....                | 46        |
| 8-11                                                                                       | Disclosure of Lobbying Activities .....                               | 47        |
| 8-12                                                                                       | Clean Air .....                                                       | 47        |
| 8-13                                                                                       | Clean Water.....                                                      | 47        |
| 8-14                                                                                       | Energy Conservation .....                                             | 47        |
| 8-15                                                                                       | Fly America.....                                                      | 48        |
| 8-16                                                                                       | Access Requirements for Persons with Disabilities .....               | 48        |
| 8-17                                                                                       | Seismic Safety Requirements.....                                      | 48        |
| <b>ATTACHMENT A – Vendor Checklist.....</b>                                                |                                                                       | <b>49</b> |
| <b>ATTACHMENT B – Proposal Affidavit.....</b>                                              |                                                                       | <b>50</b> |
| <b>ATTACHMENT C – Addendum Page.....</b>                                                   |                                                                       | <b>51</b> |
| <b>ATTACHMENT D - Certification Regarding Debarment and Suspension .....</b>               |                                                                       | <b>52</b> |
| <b>ATTACHMENT E – Affidavit of Non-Collusion.....</b>                                      |                                                                       | <b>53</b> |
| <b>ATTACHMENT F – Certifications of Compliance with Federal Lobbying Regulations .....</b> |                                                                       | <b>54</b> |
| <b>ATTACHMENT G – Firm Data Sheet .....</b>                                                |                                                                       | <b>55</b> |
| <b>ATTACHMENT H – Good Faith Effort.....</b>                                               |                                                                       | <b>56</b> |
| <b>ATTACHMENT I – DBE Letter of Intent.....</b>                                            |                                                                       | <b>58</b> |
| <b>ATTACHMENT J – DBE Affidavit .....</b>                                                  |                                                                       | <b>59</b> |
| <b>ATTACHMENT K – DBE Unavailable Certification .....</b>                                  |                                                                       | <b>60</b> |
| <b>ATTACHMENT J – Prompt Payment Affidavit .....</b>                                       |                                                                       | <b>61</b> |

## DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

GPMTD: Greater Peoria Mass Transit District.

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

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

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

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

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

Provide: Furnish without additional charge.

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

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

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

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

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

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



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

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

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

## LEGAL NOTICE

October 25, 2019

### **REQUEST FOR QUALIFICATIONS**

#### **Architectural & Engineering - Building Design and Renovations RFQ #FED2019-14**

The Greater Peoria Mass Transit District (“GPMTD”) is seeking proposals for Architectural & Engineering - Building Design and Renovations. The scope of work/specifications is outlined in the Request for Qualifications (RFQ). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

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

Martha Howarter, Federal Programs  
Greater Peoria Mass Transit District  
2105 NE Jefferson Avenue  
Peoria, IL 61603-3587  
(309) 679-8142  
E-mail: [mhowarter@ridecitylink.org](mailto:mhowarter@ridecitylink.org)

All proposals must be received on or before **4:00 pm (CST) on November 19, 2019** at the address listed above.

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

Any contract resulting from these 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.

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

INTERESTED PROPOSER REGISTRATION FORM

**ARCHITECTURAL & ENGINEERING  
BUILDING DESIGN AND RENOVATIONS  
RFQ #FED2019-14**

Date: October 25, 2019  
To: Interested Proposers  
Subject: Architectural & Engineering - Building Design and Renovations RFQ #FED2019-14

To Proposers:

The REQUEST FOR QUALIFICATIONS (RFQ) and any issued addenda(s) are available for download at [www.ridecitylink.org/resources/procurement](http://www.ridecitylink.org/resources/procurement). Please submit this Form to [mhowarter@ridecitylink.org](mailto:mhowarter@ridecitylink.org) with your completed contact information.

Name of Interested Proposer: \_\_\_\_\_

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 QUALIFICATIONS**. 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,  
Martha Howarter  
Federal Programs  
PH: (309)679-8142

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

### 1-1 Introduction

The Greater Peoria Mass Transit District (“GPMTD” or “the District”) is the primary public transportation provider for the greater Peoria region. The GPMTD is a municipal corporation within the State of Illinois. GPMTD provides economic, social, and environmental benefits to the community through progressive, customer focused, transportation service by combining state of the art equipment and facilities with professional, well trained staff.

The District employs approximately 191 full and part-time employees, operates 20 fixed routes within the City of Peoria, City of East Peoria, City of Pekin, Village of Peoria Heights and West Peoria Township and maintains an active fleet of 53 fixed-route buses. In addition, the GPMTD provides complementary ADA paratransit service (“CityLift”) within the service area utilizing 36 medium duty vans. 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 GPMTD Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural firm that will provide Architectural & Engineering - Building Design and Renovations for the proposed New Maintenance/Operations/Administration Building (s) and the Renovations of existing buildings at the 2105 NE Jefferson location. The selection of the Contractor will be qualification-based in accordance with the Brooks Act, Section 1-10.

### 1-3 Proposal Submission

The proposer will submit:

- **One (1) original;**
- **Four (4) 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 Architectural & Engineering - Building Design and Renovations RFQ #FED2019-14**" and the time and date proposals are due. The District will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The District shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFQ. All proposals are due **NO LATER THAN 4:00 pm (CST), November 19, 2019.**

### 1-4 Proposal Requirement, Format and Required Content

Proposals for the requested services will be acceptable only if a person, firm or corporation meets the following qualifications:

- Adequate experience and verifiable history providing the work required as sought through this Request for Qualifications;
- A licensed engineer in the state of Illinois;

- Adequate equipment, personnel and financial resources to fulfill the agreement in a satisfactory manner within the time specified;
- Sub-contracting work to others is allowed.

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 RFQ 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 RFQ. 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 the District may be rejected.

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

- A. Request for Qualification Cover Page (page 2) and all 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. 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 affect 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. Identify any and all subcontractors. For each subcontractor, provide the name the company, address, contact person, telephone number and project function(s).
  5. Provide current information on professional errors and omissions coverage carried by Proposer's firm, including name of insurer and amount coverage.

D. Related Experiences and References

1. This section of the Proposal should establish the ability of the Proposer to provide the required 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.

E. Technical Proposal

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. 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, a detail description of your team's approach and capability to handle the environmental and structural issues involved in this project.

F. Accessibility

1. Provide, in narrative form, the accessibility of those assigned to the project will meet with GPMTD staff and complete projects in a timely manner.
2. Describe the firm's workload and current capacity to accomplish work for the GPMTD.

1-5 Proposal Signature

Each proposal shall include the RFQ 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 Architectural & Engineering - Building Design and Renovations RFQ #FED2019-14**". Any communication with GPMTD should be written and directed to: Martha Howarter, Federal Programs, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. Written communication may also be forwarded via email to [mhowarter@ridecitylink.org](mailto:mhowarter@ridecitylink.org). Correspondence will not be accepted by any other means or by any other GPMTD staff member.

## 1-7 Procurement Schedule

The projected schedule for this procurement is:

|                                                                 |                                |
|-----------------------------------------------------------------|--------------------------------|
| Request for Qualifications available:                           | October 25, 2019               |
| Deadline for questions and clarifications <b>4:00 pm (CST):</b> | November 1, 2019               |
| Deadline for <u>responses</u> to questions and clarifications:  | November 7, 2019               |
| Proposals due by <b>4:00 pm (CST):</b>                          | November 19, 2019              |
| Potential Interview Conducted                                   | November 21 – December 3, 2019 |
| Recommend to GPMTD Board:                                       | December 2019                  |
| Anticipated start-up date:                                      | TBD                            |

## 1-8 Interviews & Presentations

GPMTD **may** 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.

## 1-9 Proposal Specifics

The Selection Committee reserves the right to reject any or all proposals.

## 1-10 Selection of the Contractor

The selection of the Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, GPMTD will select the highest ranked Contractor for contract negotiations.

For work for which hourly billing is appropriate, GPMTD and the Contractor will negotiate rates before the contract is executed. The Contractor will be required to submit its audited overhead rate.

## 1-11 Disadvantaged Business Enterprise (DBE) Participation

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

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

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

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

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

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

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



C. DBE Program – For information about GPMTD’s DBE Program, firms may contact:

Angel Marinich, AGM  
Greater Peoria Mass Transit District  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587  
(309)679-8189 or email: [amarinich@ridecitylink.org](mailto:amarinich@ridecitylink.org)

#### 1-12 Examination of RFQ 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 service(s) of first quality, and the workmanship must be the best obtainable in the various trades. The 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 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.

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 RFQ, 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 RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFQ, work sites, statutes, regulations, ordinances, or resolutions.

#### 1-13 Interpretation of RFQ and Contract Documents

No oral interpretations as to the meaning of the RFQ will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFQ, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (as defined in 1-7, Procurement Schedule) 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 RFQ, 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 RFQ and to whom the RFQ has been issued to at least seven (7) calendar days prior to the proposal due date. **All addenda will become part of the RFQ and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the District before the award of the Contract will not be binding upon the GPMTD.

## SECTION 2 – SCOPE OF WORK

### 2-1 Introduction/Background

The GPMTD Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural firm that will provide Architectural & Engineering - Building Design and Renovations as developed via an initial concept design the District engaged in late 2018.

This Scope of Work/Services provides an overview of the work envisioned under this RFQ and respondents are encouraged to detail their expertise and experience in each area and to describe their past successful efforts with similar projects. The GPMTD is interested in working with an innovative and creative design firm or team with expertise in all areas envisioned in this RFQ. Responders are encouraged to detail their relevant experience and expertise in facility design related to transit administrative, maintenance and public facilities.

### 2-2 Scope of Work

The Greater Peoria Mass Transit District is conducting an RFQ for Architecture and Engineering of new construction of a Maintenance Facility with Administrative located on top.

This new structure will be located at 2105 NE Jefferson St. Specifically in the back hillside. Approximate dimensions will be 150' by 200' for the Maintenance facility with Administrative offices on top that are approximately 10,000 sq. ft.

The Maintenance Facility will have 10-12 mechanical bays plus a loading dock area. 5-6 of the bays will be pit-style and the other half will be hoist style. There will also be a containment area for salt, fertilizer, mulch, rock etc., that will be enclosed and no smaller than a 12x12 area and have large enough garage doors for dump trucks to enter in. These bays will be designed so that GPMTD may be able to maintain their fleet of Heavy-Duty diesel buses, Electric Battery Buses, Para Transit vehicles and support vehicles. This building will include Parts Storage, Parts room office, Maintenance Director Office and Maintenance Administrative Support Offices

Overall building mechanical, electrical and plumbing systems for all facilities will meet current industry standards and best practices. And, the following green and sustainable design features may be considered: (a) roof photovoltaics; (b) geothermal radiant floor heating in maintenance repair bays; (c) green, vegetative roofing; (d) daylight harvesting; (e) rainwater and graywater harvesting; and (f) natural and passive ventilation systems; & (G) solar panels on top of the facilities roof.

The upstairs administrative offices will house: The General Manager Office, with a waiting area/office for the administrative assistant. The Assistant GM of Maintenance with a waiting area, Reception Area for the public, Board Room, Conference and Meeting Rooms as well as two (2) Offices for the Finance department and staff with at least five (5) cubicles, Human Resources, Marketing, IT, Grants/Procurement and Planning. This space will also include enclaves to support the various function of Administrative Facilities with all ADA policies enforced. There will be both stairs and an elevator to access to the upstairs level. The lower area of the building will also have four (4) offices for the Maintenance Director, General Foreman, Assistant/PT Foreman and the Transportation Specialist.

Through an initial immersion process, the estimated construction cost for this phase of the building is approximately \$10,000,000.00. The awarded contractor will provide multiple options for each aspect of this design, inside and out.

## SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

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

The GPMTD reserves the right to revise or amend any portion of this RFQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFQ. 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 RFQ 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 RFQ 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

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

### 3-4 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 RFQ 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.

### 3-5 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 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.

### 3-6 Compliance with RFQ Terms and Attachments

GPMTD intends to award a Contract based on the terms, conditions, and attachments contained in this RFQ. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFQ. An exception is not a response to a RFQ requirement.

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

### 3-7 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 (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.

### 3-8 Taxes and Interest

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.

GPMTD will not pay interest on unpaid or disputed invoices, whether due or overdue.

### 3-9 Single Proposal Response

If only one Proposal is received in response to the RFQ, 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.

### 3-10 Exclusionary or Discriminatory Specifications

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

### 3-11 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.

### 3-12 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. The Contractor will maintain the minimum Insurance coverage standard for the type of services being provided throughout the contract.

#### 3-12.1 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the State 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 and Professional Liability Insurance policies by endorsement to the policies. Insurance policies shall be endorsed to give GPMTD thirty (30) day's written notice (ten (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.

#### 3.12.2 Required Coverages

The Contractor agrees to provide the following coverages:

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

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

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

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

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

C. **Workers Compensation**

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

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

D. **Professional Liability including Errors and Omission Insurance**

Professional Liability Insurance covering the successful Contractor, its agents and employees in an amount not less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of contract work. Proof of coverage must be provided before Notice of Proceed can be issued by the GPMTD.

## SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

### 4-1 General

The selection of the On-Call Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, GPMTD will select the highest ranked Contractor for contract negotiations.

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 Proposers 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 the District that it has the integrity, skill, and experience to faithfully perform the conditions of the Contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

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

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

All submittal in response to this solicitation shall be evaluated pursuant to the Brooks Act. Therefore, price shall not be considered during the technical evaluation. Each submittal will undergo an administrative evaluation, responsive submittals will be distributed, for review only, to the Evaluation Committee. Following the collection of submittals an Evaluation Committee meeting will be held to complete the evaluation of the submittals. The highest scoring submitter will then meet with GPMTD to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked submitter and GPMTD, then GPMTD staff will meet with the second highest scoring submitter to begin scope of work and fee negotiations. Then



the third highest scored submitter, etc., until a fair and reasonable scope and fee are agreed to by both parties.

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.

#### 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 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:

- Qualifications and Capabilities of the Company (30%);
- Related Experiences and References (25%);
- Technical Proposal (25%);
- Accessibility (20%)

#### 4-5 Contract Award

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

#### 4-6 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.

#### 4-7 Public Disclosure of Proposals

GPMTD is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFQ and the Contractor's proposal submitted in response to this RFQ 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 will be submitted to GPMTD for its prior written approval and GPMTD will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by GPMTD will constitute a Change Order unless confirmed in writing by GPMTD.

### 5-5 Instructions by Unauthorized Third Persons

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

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

#### 5-6 Cost or Price Analysis

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

#### 5-7 Lack of Funds

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

#### 5-8 Force Majeure

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

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

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

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

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

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

## 5-10 Defective Work, Materials or Services

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

## 5-11 Assignment

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

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

#### 5-12 Indemnification and Hold Harmless

Contractor/Proposer agrees to indemnify and hold harmless GPMTD, its directors, officers, employees including the GPMTD contracted management service employees acting on behalf of GPMTD from and against all claims and damages, including reasonable attorneys' fees and other costs and expenses incident thereto because of harm, injury or death to persons or loss, damage or destruction to property, including property of GPMTD, the Agreement and third persons, resulting from the negligence of Contractor/Proposer or its directors, officers, agents or employees while such person is acting in the scope of this Agreement.

#### 5-13 Applicable Law and Forum

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

#### 5-14 Attorney Fees

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

#### 5-15 State Officials and Employees Ethics Act

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

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

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

#### 5-16 Conflicts of Interest and Non-Competitive Practices

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

#### 5-17 Conflicts of Interest – Current and Former Employees

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

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

#### 5-18 Other Public Agency Orders

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

#### 5-19 Severability

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

#### 5-20 Non-waiver of Breach

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

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

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



## SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

### 6-1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the negotiated fees 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 Contract end date will be determined by the GPMTD final acceptance of the completed construction.

### 6-4 Payment Procedures

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

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

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

#### 6-5 Advance Payment Prohibited

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

#### 6-6 Prompt Payment to Subcontractors

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

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

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

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

#### 6-7 Price

Contractor's Price shall be the negotiated fee(s) agreed upon by GPMTD unless GPMTD requests and negotiates a contract modification.

#### 6-8 Shipping Charges

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

#### 6.9 Delivery Points

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

#### 6-10 Summary Report

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

#### 6-11 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by GPMTD shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.
- B. Contractor will exercise diligence, competence, skill, and good judgment throughout the design process, supervision process if applicable and contract preparation including representing the work in sufficient detail on the plans and to describe it in sufficient detail in the specifications. The contractor is responsible for ensuring that the design as it is assembled and integrated in the contract documents complies with fire, safety, and all other applicable building codes. The contractor is ultimately responsible for the facility and its systems' ability to function and perform in the manner and to the extent intended. Any work or materials which may have been unintentionally omitted in the design or description of the work, but which is clearly necessary for the proper completion of the contract, shall be furnished at its cost by the Contractor as if it had been specified in the plans and specifications.
- C. Contractor/Proposer shall review the warranty requirements of products, equipment, materials and services provided under this contract and under the plans and specifications which are prepared for GPMTD's construction work as are required of suppliers, vendors, general contractors and subcontractors to observe general compliance with the plans and specifications and avoid inconsistency. Contractor/Proposer shall cooperate with GPMTD in facilitating warranty related work by such suppliers, vendors, distributors, general contractors 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 than those used for the protection of Contractor's own confidential information.

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

#### 6-18 Public Disclosure Requests

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

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

#### 6-19 Ownership of Data

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

#### 6-20 Patents and Royalties

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

#### 6-21 Changed Requirements

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

#### 6-22 Counterparts

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

#### 6-23 Contractual Relationships

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

## SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

### 7-1 Interest of Members of in Congress

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

### 7-2 Prohibited Interests

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

### 7-3 Contract Changes

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

### 7-4 Escalation

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

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

### 7-5 Equal Employment Opportunity

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

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

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

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

#### 7-6 Financial Assistance

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



## SECTION 8 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

### 8-1 No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 8-2 Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 8-3 Access to Records and Reports

The following access to records requirements apply to this Contract:

8. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to

49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

#### 8-4 Changes to Federal Requirements

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

## 8-5 Termination

- 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 for the work it has completed consistent with its contract requirements. No contract close-out costs and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. 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]** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the GPMTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- c. **Opportunity to Cure** The GPMTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

If the termination is for the convenience of the GPMTD, the Contractor shall be paid as provided for in Section 8-5 (a).

## 8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

#### 8-7 Disadvantaged Business Enterprise (DBE) Participation

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal for DBE participation has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GPMTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
  1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.

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

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the GPMTD. In addition, is required to return any retainage

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- e. The contractor must promptly notify the GPMTD, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the GPMTD.

## 8-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## 8-9 Suspension and Debarment

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

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

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

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GPMTD's General Manager. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the GPMTD and the Contractor arising out of or relating to this

agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the GPMTD is located.

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

#### 8-11 Disclosure of Lobbying Activities.

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

#### 8-12 Clean Air

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

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

#### 8-13 Clean Water

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

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

#### 8-14 Energy Conservation

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

#### 8-15 Fly America

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

#### 8-16 Access Requirements for Persons with Disabilities

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

#### 8-17 Seismic Safety Requirements

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.



## **ATTACHMENT A – Vendor Checklist**

(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.

|                                                                | <u>Vendor<br/>Check-Off</u> | <u>GPMTD<br/>Check-Off</u> |
|----------------------------------------------------------------|-----------------------------|----------------------------|
| Cover Letter                                                   | _____                       | _____                      |
| Request For Proposal Cover Page                                | _____                       | _____                      |
| Attachment A: Vendor Checklist                                 | _____                       | _____                      |
| Attachment B: Proposal Affidavit                               | _____                       | _____                      |
| Attachment C: Addendum Page                                    | _____                       | _____                      |
| Attachment D: Certification Regarding Debarment and Suspension | _____                       | _____                      |
| Attachment E: Affidavit of Non-Collusion                       | _____                       | _____                      |
| Attachment F: Compliance with Federal Lobbying Regulations     | _____                       | _____                      |
| Attachment G: Firm Data Sheet                                  | _____                       | _____                      |
| Attachment H: DBE Good Faith Effort (Information Sheet)        | N/A                         | N/A                        |
| Attachment I: DBE Letter of Intent                             | _____                       | _____                      |
| Attachment J: DBE Affidavit                                    | _____                       | _____                      |
| Attachment K: DBE Unavailable Certification                    | _____                       | _____                      |
| Attachment J: Prompt Payment Affidavit                         | _____                       | _____                      |

**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.

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 RFQ. (Include the number and date for each entry.)

|                       |             |
|-----------------------|-------------|
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualification, which will require rejection of the proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **ATTACHMENT D - Certification Regarding Debarment and Suspension**

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

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

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

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

Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

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

---

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

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

Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

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

---

**ATTACHMENT 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 Qualifications, 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 – Certifications of Compliance with Federal Lobbying Regulations**

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

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

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

By: \_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official's Title

### **ATTACHMENT G – Firm Data Sheet**

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

| <b>Firm's Name and Address</b> | <b>Firm's DBE Status*</b> | <b>Firm's Age</b> | <b>Firm's Annual Gross Receipts</b> |
|--------------------------------|---------------------------|-------------------|-------------------------------------|
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |
|                                |                           |                   |                                     |

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

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

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

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



## **ATTACHMENT H – Good-Faith Effort (Continued)**

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

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

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

**ATTACHMENT I – DBE Letter of Intent**

To: \_\_\_\_\_  
(Name of Proposer)

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

Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

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

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

---

---

---

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

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

| Items | Projected Commencement Date | Projected Completion Date |
|-------|-----------------------------|---------------------------|
| _____ | _____                       | _____                     |
| _____ | _____                       | _____                     |

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

Name of Disadvantaged Business Enterprise: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**ATTACHMENT J – DBE Affidavit**

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

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

County: \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Name of DBE)

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

\_\_\_\_\_  
(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

Sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_

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

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

**ATTACHMENT K – DBE Unavailable Certification**

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name) (Title)

of \_\_\_\_\_ certify that on \_\_\_\_\_  
(Proposer/Prime Contractor) (Date)

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

| <b>DBE Organization</b> | <b>Work Items Sought</b> | <b>Form of Proposal Sought (i.e., materials, materials &amp; labor, labor only, etc.)</b> |
|-------------------------|--------------------------|-------------------------------------------------------------------------------------------|
| _____                   | _____                    | _____                                                                                     |
| _____                   | _____                    | _____                                                                                     |
| _____                   | _____                    | _____                                                                                     |

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

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

by \_\_\_\_\_ to submit a proposal to perform the above identified work.  
(Proposer)

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

Signed: \_\_\_\_\_  
(Disadvantaged Business Enterprise Official)

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

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

**ATTACHMENT J – Prompt Payment Affidavit**

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

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

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

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

|                                    |                       |
|------------------------------------|-----------------------|
| _____<br>Signature                 | _____<br>Company Name |
| _____<br>Official's Name and Title | _____<br>Date         |

---

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

|                                    |                       |
|------------------------------------|-----------------------|
| _____<br>Signature                 | _____<br>Company Name |
| _____<br>Official's Name and Title | _____<br>Date         |