

MAY 28, 2019



# INVITATION FOR BIDS

*GENERAL CONTRACTOR-TRANSIT CENTER RENOVATION*

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

**INVITATION FOR BID – COVER PAGE**

May 28, 2019

Issue Date:

Transit Center Renovation

Title:

IFB# FED2019-11. GENERAL CONTRACTOR

Reference Number:

Issuing and Using Agency:

Greater Peoria Mass Transit District  
Attn: Lynne Safford, Procurement Administrator  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587

Bids for Furnishing the Product(s)/Service(s) Described Herein by **GENERAL CONTRACTORS** Will Be Received Until:

**2:00 PM on June 18, 2019 (CST)**

All Inquiries for Information Should Be Directed To: Address listed above or Phone (309) 679-8155.

IF BIDS 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 bid submission deadline, as reflected above, must clearly appear on the face of the returned bid package.

In Compliance with This Invitation for Bids and To All Conditions Imposed Therein and Hereby Incorporated by Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services Described Herein in Accordance with The Attached Signed Bid.

Name and Address of Firm:

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

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

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

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

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

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

**NON-MANDATORY PRE-BID MEETING HELD AT 2105 NE JEFFERSON AVE PEORIA, IL FOLLOWED IMMEDIATELY BY A WALK THROUGH OF THE RENOVATION SITE HELD AT 407 SW ADAMS ST PEORIA IL ON:**

**June 4, 2019 at 2:00 pm (CST)**

## TABLE OF CONTENTS

<b>INVITATION FOR BID – COVER PAGE .....</b>	<b>2</b>
<b>TABLE OF CONTENTS .....</b>	<b>3</b>
<b>DEFINITION OF WORDS AND TERMS .....</b>	<b>8</b>
<b>LEGAL NOTICE .....</b>	<b>11</b>
<b>INTERESTED PROPOSER REGISTRATION FORM.....</b>	<b>12</b>
<b>SECTION 1 - INSTRUCTIONS TO PROPOSERS.....</b>	<b>13</b>
1-1 Introduction .....	13
1-2 Purpose and Scope.....	13
1-3 Bid Submission .....	18
1-4 Bid Format and Required Content .....	18
1-5 Bid Signature .....	19
1-6 Inquiries.....	19
1-7 Procurement Schedule.....	19
1-8 Pre-Bid Conference .....	20
1-9 Bid Specifics.....	20
1-10 Disadvantaged Business Enterprise (DBE) Participation .....	20
1-11 Examination of IFB and Contract Documents .....	21
1-12 Interpretation of IFB and Contract Documents .....	22
1-13 Cost of Bids.....	22
1-14 Samples .....	22
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>23</b>
2-1 Introduction/Background.....	23
2-2 Scope of Work / Specifications .....	23
<b>SECTION 3 – BID SUBMISSION PROVISIONS .....</b>	<b>24</b>
3-1 Postponement, Amendment and/or Cancellation of Invitation for Bids.....	25
3-2 Rejection of Bids.....	25
3-3 Clarification of Bids .....	25
3-4 Approved Equals .....	25

3-5	Modification or Withdrawal of Bids and Late Bids .....	26
3-6	Errors and Administrative Corrections.....	26
3-7	Compliance with IFB Terms and Attachments .....	26
3-8	Collusion.....	27
3-9	Pricing, Taxes and Effective Date .....	27
3-10	Bid Alternatives .....	27
3-11	Single Bid Response.....	27
3-12	Exclusionary or Discriminatory Specifications .....	28
3-13	Protest Procedures.....	28
3-14	Insurance Requirements .....	29
3-14.1	General Requirements.....	29
3.14.2	Required Coverages .....	30
SECTION 4 – BID EVALUATION & CONTRACT AWARD .....		31
4-1	General.....	31
4-2	Eligibility for Award .....	31
4-3	Contract Award .....	32
4-4	Execution of Contract and Notice to Proceed.....	32
4-5	Public Disclosure of Bids.....	33
SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS .....		34
5-1	Administration.....	34
5-2	Notification of Delay .....	34
5-3	Request for Extension .....	34
5-4	Contract Changes and Equitable Adjustments.....	34
5-5	Instructions by Unauthorized Third Persons.....	35
5-6	Cost or Price Analysis .....	36
5-7	Lack of Funds.....	36
5-8	Force Majeure .....	36
5-9	Taxes, Licenses, Laws, and Certificate Requirements .....	37
5-10	Defective Work, Materials or Services .....	37
5-11	Assignment.....	37
5-12	Indemnification and Hold Harmless.....	38
5-13	Applicable Law and Forum .....	38
5-14	Attorney Fees .....	38
5-15	State Officials and Employees Ethics Act .....	38

5-16	Conflicts of Interest and Non-Competitive Practices.....	39
5-17	Conflicts of Interest – Current and Former Employees.....	39
5-18	Other Public Agency Orders .....	39
5-19	Severability.....	40
5-20	Non-waiver of Breach.....	40
5-21	Use of GPMTD’s Name in Contractor Advertising or Public Relations.....	40
SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS .....		41
6-1	Contract.....	41
6-2	Contract Documents and Precedence.....	41
6-3	Contract Term .....	41
6-4	Payment Procedures .....	41
6-5	Advance Payment Prohibited.....	42
6-6	Prompt Payment to Subcontractors .....	42
6-7	Price Adjustments .....	43
6-8	Shipping Charges .....	43
6-9	Delivery Points .....	43
6-10	Summary Report .....	43
6-11	Warranty Provisions.....	43
6-12	Express Warranties for Construction Services.....	43
6-13	Warranty Remedies .....	44
6-14	Independent Status of Contractor .....	44
6-15	Notices.....	44
6-16	Non-Disclosure of Data .....	45
6-17	Non-Disclosure Obligation .....	45
6-18	Public Disclosure Requests.....	45
6-19	Ownership of Data .....	46
6-20	Patents and Royalties.....	46
6-21	Changed Requirements.....	46
6-22	Counterparts .....	46
SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS .....		46
7-1	Interest of Members of in Congress.....	46
7-2	Prohibited Interests.....	46
7-3	Contract Changes .....	46
7-4	Escalation .....	46

7-5	Equal Employment Opportunity .....	47
7-6	Financial Assistance.....	48
7-7	Audit and Inspection of Records .....	48
7-8	Assignment.....	48
7-9	Retention of Records.....	48
7-10	Ownership of Records .....	48
7-11	Government Inspection .....	48
7-12	Certified Payrolls .....	48
7-13	Warranty of Construction .....	49
7-14	Prime Contractor Participation.....	49
8-1	No Obligation by the Federal Government.....	49
8-2	Program Fraud and False or Fraudulent Statements or Related Acts.....	49
8-3	Access to Records and Reports .....	50
8-4	Changes to Federal Requirements .....	51
8-5	Termination Provisions .....	51
8-6	Civil Rights Requirements.....	53
8-7	Disadvantaged Business Enterprise (DBE) Participation .....	54
8-8	Incorporation of FTA Terms.....	55
8-9	Suspension and Debarment .....	55
8-10	Disputes, Breaches, Defaults, or Other Litigation .....	56
8-11	Disclosure of Lobbying Activities.....	56
8-12	Clean Air .....	56
8-13	Clean Water.....	57
8-14	Energy Conservation .....	57
8-15	Cargo Preference.....	57
8-16	Fly America.....	57
8-17	Access Requirements for Persons with Disabilities.....	58
8-18	Buy America .....	58
8-19	Recycled Products .....	58
8-20	Davis-Bacon and Copeland Anti-Kickback Acts .....	58
8-21	Contract Work Hours and Safety Standards .....	64
8-22	Performance and Payment Bonds (Construction) .....	64
8-23	Bid Bond Requirements (Construction) .....	65
8-24	Veterans Preference.....	66
8-25	DOL EEO (Construction) .....	66

**ATTACHMENT A – Vendor Checklist ..... 67**

**ATTACHMENT B – Bid Affidavit..... 68**

**ATTACHMENT C – Addendum Page ..... 69**

**ATTACHMENT D – Request for Clarifications / Approved Equals..... 70**

**ATTACHMENT E - Certification Regarding Debarment and Suspension ..... 71**

**ATTACHMENT F – Affidavit of Non-Collusion ..... 72**

**ATTACHMENT G – Certifications of Compliance with Federal Lobbying Regulations ..... 73**

**ATTACHMENT H – Firm Data Sheet ..... 74**

**ATTACHMENT I – Good Faith Effort ..... 75**

**ATTACHMENT J – DBE Letter of Intent ..... 77**

**ATTACHMENT K – DBE Affidavit ..... 78**

**ATTACHMENT L – DBE Unavailable Certification ..... 79**

**ATTACHMENT M – Prompt Payment Affidavit..... 80**

**ATTACHMENT O – Certificate of Compliance with Prevailing Wages ..... 83**

**ATTACHMENT P – Peoria County Prevailing Wages..... 84**

**ATTACHMENT Q– Bid Pricing Form..... 85**

**ATTACHMENT R– Project Manual (Specifications)..... 86**

**ATTACHMENT S– Drawing Set (Bid Set)..... 87**

## DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GPMTD for the performance of Services or Work under the Contract. For Avoidance of doubt, any references to "Contractor" indicate the General Contractor selected for this project.

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



Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

GPMTD: Greater Peoria Mass Transit District.

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

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

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

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

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

Provide: Furnish without additional charge.

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

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

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

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

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

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

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract. For the purpose of this agreement, “Subcontractor” also refers to any entities selected through the open bidding process for the Demolition, HVAC, Electrical, Plumbing, and Painting work packages of this project.

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

May 28, 2019

### **INVITATION FOR BIDS** **Transit Center Interior Renovation IFB #FED2019-11**

The Greater Peoria Mass Transit District (“GPMTD”) is seeking bids for one (1) General Contractor and multiple subcontractors to complete a Transit Center Interior Renovation project. The project consists of the renovation of a 4,700 square foot existing facility. Demolition, Painting, HVAC, Electrical, and Plumbing work will be awarded as separate bid packages which shall be subcontracted under the General Contractor selected through this bidding process. The scope of work/specifications for each bid package is outlined in the Invitation for Bids (IFB’s). The successful Proposers shall meet the terms and conditions set forth in this document and all other attachments.

The IFB’s, which include 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 IFB’s) and submit to the listed person, via e-mail. All questions should be directed to:

Lynne Safford, Procurement  
Greater Peoria Mass Transit District  
2105 NE Jefferson Avenue  
Peoria, IL 61603-3587  
(309) 679-8155  
E-mail: [lsafford@ridecitylink.org](mailto:lsafford@ridecitylink.org)

All subcontractor bids for Demolition, Painting, HVAC, Electrical, and Plumbing work must be received on or before **2:00 pm (CST) on June 11, 2019** at the address listed above.

All General Contractor bids must be received on or before **2:00 pm (CST) on June 18, 2019** at the address listed above.

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

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

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

A Non-Mandatory Pre-Bid Meeting will be held on **June 4, 2019 at 2:00 pm (CST)**, at the GPMTD Administrative office, 2105 NE Jefferson Avenue, Peoria, IL 61603.

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

INTERESTED PROPOSER REGISTRATION FORM

**TRANSIT CENTER INTERIOR RENOVATION IFB #FED2019-11.01**

Date: May 28, 2019  
To: INTERESTED CONTRACTORS  
Subject: Transit Center Interior Renovation IFB #FED2019-11.01

To Proposers:

The INVITATION FOR BIDS (IFB) 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 [lsafford@ridecitylink.org](mailto:lsafford@ridecitylink.org) with your completed contact information.

Name of INTERESTED CONTRACTOR: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Street Address/Post Office Box: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Date of Download: \_\_\_\_\_

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

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

Sincerely,  
Lynne Safford  
Procurement Administrator  
PH: (309)679-8155

## 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 to traditional fixed-route service, GPMTD provides complementary ADA paratransit service (CityLift) within the service area and owns 38 medium duty vans used for CityLift services. GPMTD has three (3) facilities comprised of an Administration Building and Maintenance Building located at 2015 NE Jefferson, and a Transit Center located at 407 SW Adams.

The GPMTD CityLink Transit Center Project consists of the renovation of a 4,700 square feet existing facility. It encompasses a wide variety of upgrades and improvements, including but not limited to: Replacement of the existing plumbing fixtures, toilet accessories, ceiling, flooring, and paint finishes for the public restrooms. Reconfiguration of the customer service area, break room, and staff restrooms. Renovation of the upper level office areas. New layout and lighting fixtures with lighting controls for each of the renovated areas. Reworking of the existing mechanical system with major equipment to remain as well as other miscellaneous items.

The project will have two separate Bid Openings. The first will be on Tuesday, June 11 at 2:00 PM for Subcontractors bidding on Demolition, Painting, HVAC, Electrical, and Plumbing work, each as a separate bid package. The lowest qualified and successful bid for each of these five (5) Subcontractor Bid Packages will be assigned to the successful General Contractor bidder. The second Bid Opening will be on June 18 at 2:00 PM for the General Contractor Bid Package, which includes all other remaining work and coordination for the Project. Construction Drawings and Technical Specifications, prepared by Farnsworth Group, will be available to bidders on May 28, 2019.

### 1-2 Purpose and Scope

The purpose of this Invitation for Bid (IFB) is for the GPMTD to procure a qualified, responsive, and responsible firm to deliver high quality, reliable, and effective construction project management **services and results** to complete the Transit Center Remodel Project. The General Contractor is required to deliver on time and on budget completion for the project. **All work performed by Subcontractors selected through the bidding process for this project shall be under the direction and control of the General Contractor. The General Contractor is responsible for payment to first tier Subcontractors for work performed, as well as warranty for workmanship and materials on all aspects not otherwise assigned to first tier Subcontractors.**

**Attachments R and S – Project Manual (Specifications) and Drawing Set (Bid Set), include all of the requirements for completion of the full project. The contractor selected for the General Contractor role shall be responsible for the oversight of Subcontractors in the completion of the scope of work specifically outlined below in addition to delivering all other requirements needed to complete the renovation as outlined in Attachments R and S:**

### **Subcontractor Bid Package 01 – Demolition**

Overview – Bidder shall perform a complete scope of work for the Demolition in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the Work. Bidder is required to coordinate their Work with the General Contractor and all New Work associated with the Project.

- A. Applicable Specifications:
  - 1. 02 4100 – Demolition
- B. Scope of Work:
  - a. Complete building demolition package per the Contract Documents. Including, but not limited to the following summary of items:
    - i. All work associated with demolition of partition walls including CMU and metal stud walls.
    - ii. All work associated with demolition of ceilings including acoustical lay-in acoustical ceilings, gypsum board, light fixtures, diffusers, grilles, ceiling support systems, etc.
    - iii. All work associated with demolition of walls, floors, ceilings, including saw cutting, removal of concrete, removal of CMU, removal of debris, etc.
    - iv. All work associated with the removal of miscellaneous building materials including but not limited to the following: built-in desks, casework, toilet partitions, toilet accessories, doors, windows, movable partitions, window curtains, etc.
    - v. All work associated with stripping walls, ceilings, and floors of their finishes to the extents shown on the contract documents (i.e. wall tile, floor tile, carpet, etc.). Walls, floors, and ceilings shall be thoroughly cleaned and prepared to receive new finishes. This bidder will be responsible for extra costs associated with rework as a result of poor surface cleaning.
    - vi. All work associated with removing debris from the building and placing into dumpsters and recycle bins.
    - vii. All work associated with removing and salvaging miscellaneous building materials per the contract documents.
    - viii. This bidder shall secure and purchase ALL permits required for this work.
    - ix. By submission of a bid for this Bid Package, this bidder confirms that all onsite/existing conditions have been thoroughly reviewed and accounted for.
      - x. This bidder shall coordinate with local authorities having jurisdiction of ALL inspections required.
      - xi. This bidder is responsible for all power needs during the execution of this Bid Package.
      - xii. This bidder shall include all delivery, storage, and handling as required for their complete scope of work.

### **Subcontractor Bid Package 02 – Painting**

Overview – Bidder shall perform a complete scope of work for the Painting in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work. Bidder is required to coordinate their Work with the General Contractor and all other Subcontractors associated with the Project.

- C. Applicable Specifications:

1. 09 9123 Interior Painting
- D. Scope of Work:
- B. Complete Painting package per the Contract Documents. Including, but not limited to the following summary of items:
- a. All surface preparation of walls, ceilings, railings, metal doors, and frames to receive paint.
  - b. All painting of diffusers, grilles, and mechanical items.
  - c. All block filler material.
  - d. All touch-up painting as required.
  - e. Protection of adjacent surfaces during the installation of this Work is this contractor's responsibility.
  - f. This bidder is responsible for reviewing the condition of any surfaces prior to applying paint.
  - g. This bidder accepts responsibility for the condition of the surface after any paint is applied.
  - h. Bidder is responsible for reviewing the entire specifications for this project to determine if there are any field finishing requirements not specifically indicated in Specification Sections 099123. All field finishing is this contractor's responsibility.
  - i. This bidder shall secure and purchase ALL permits required for this Work.
  - j. By submission of a bid for this Bid Package, this bidder confirms that all onsite/existing conditions have been thoroughly reviewed and accounted for.
  - k. This bidder shall coordinate with local authorities having jurisdiction of ALL inspections required.
  - l. This bidder is responsible for all power needs during the execution of this Bid Package.
  - m. This bidder shall include all deliver, storage, and handling as required for their complete Scope of Work.
  - n. This bidder shall include all submittals, samples, paint drawdowns, product data, warranties, and required maintenance.

### **Subcontractor Bid Package 03 – Plumbing**

Overview – Bidder shall perform a complete scope of work for the Plumbing in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work. Bidder is required to coordinate their Work with the General Contractor and all other Subcontractors associated with the Project.

- E. Applicable Specifications:
1. 22 0523 - General-Duty Valves for Plumbing Piping
  2. 22 0529 - Hangers and Supports for Plumbing Piping and Equipment
  3. 22 0553 - Identification for Plumbing Piping and Equipment
  4. 22 0719 - Plumbing Piping Insulation
  5. 22 1005 - Plumbing Piping
  6. 22 1006 - Plumbing Piping Specialties
  7. 22 4000 - Plumbing Fixtures
- F. Scope of Work:
- C. Complete Plumbing package per the Contract Documents. Including, but not limited to the following summary of items:
- a. Complete plumbing demolition per the contract documents, including cutting, capping, and hauling of debris to dumpsters. All debris generated by the demolition of plumbing items shall be removed completely from the building and separated into the recycle bins provided.
  - b. Demarcation and coordination with General Contractor of floor area for saw cutting and removal by demolition subcontractor.

- c. All underslab and wall plumbing rough-ins.
- d. Furnish and install all plumbing fixtures.
- e. Furnish and install all hose bibs and sillcocks.
- f. Furnish and install all floor drains and cleanouts.
- g. Low voltage wiring as it pertains to the plumbing fixtures.
- h. Plumbing connections to equipment not supplied by this contractor.
- i. All interconnection/wiring between equipment and control panels supplied under this contract.
- j. All firesafing and firestopping associated with your work.
- k. Layout and installation of any sleeves required in the concrete slab/deck, concrete walls or masonry walls is this contractor's responsibility.
- l. Provide layout and coordination drawings for your work and coordinate with electrical contractor, HVAC contractor, fire protection contractor, etc.
- m. This bidder shall secure and purchase ALL permits required for this work.
- n. By submission of a bid for this Bid Package, this bidder confirms that all onsite/existing conditions have been thoroughly reviewed and accounted for.
- o. This bidder shall coordinate with local authorities having jurisdiction of ALL inspections required.
- p. This bidder is responsible for all power needs during the execution of this Bid Package.
- q. This bidder shall include all deliver, storage, and handling as required for their complete scope of work.
- r. This bidder shall include all submittals, samples, product data, warranties, and required maintenance.

#### **Subcontractor Bid Package 04 – HVAC**

Overview – Bidder shall perform a complete scope of work for the Heating, Ventilation, and Air Conditioning in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work. Contractor is required to coordinate their Work with the General Contractor and all other Subcontractors associated with the Project.

#### G. Applicable Specifications:

- 1. 23 0010 Mechanical General Requirements
- 2. 23 0130.51 HVAC Air-Distribution System Cleaning
- 3. 23 0513 Common Motor Requirements for HVAC Equipment
- 4. 23 0593 Testing, Adjusting, and Balancing for HVAC
- 5. 23 0713 Duct Insulation
- 6. 23 3100 HVAC Ducts and Casings
- 7. 23 3300 Air Duct Accessories
- 8. 23 3413 Axial HVAC Fans
- 9. 23 3700 Air Outlets and Inlets

#### H. Scope of Work:

- D. Complete HVAC package per the Contract Documents. Including, but not limited to the following summary of items:
  - a. Complete mechanical equipment, piping, and ductwork demolition per the contract documents, including cutting, capping, and hauling of debris to dumpsters. All debris generated by the demolition of mechanical & HVAC items shall be removed completely from the building and separated into the recycle bins and/or dumpsters.
  - b. Furnish and install new exhaust fans and all associated ductwork in the restrooms.
  - c. Furnish and install ductwork, insulation, and connections with existing ductwork.
  - d. Furnish and install supply, return, and exhaust air devices.
  - e. Furnish and install fire dampers.



- f. Furnish and install thermostats and temperature control system wiring.
- g. Mechanical air balancing as shown on the Contract Documents.
- h. Furnish and install high volume low speed ceiling fan.
- i. This bidder shall secure and purchase ALL permits required for this work.
- j. By submission of a bid for this Bid Package, this bidder confirms that all onsite/existing conditions have been thoroughly reviewed and accounted for.
- k. This bidder shall coordinate with local authorities having jurisdiction of ALL inspections required.
- l. This bidder is responsible for all power needs during the execution of this Bid Package.
- m. This bidder shall include all deliver, storage, and handling as required for their complete Scope of Work.
- n. This bidder shall include all submittals, samples, product data, warranties, and required maintenance.

### **Subcontractor Bid Package 05 – Electrical**

Overview – Bidder shall perform a complete scope of work for Electrical in accordance with all contract documents, drawings, specifications, and the elaborations below. This scope of work shall include all labor, materials, equipment, and related items necessary to complete the work. Contractor is required to coordinate their Work with the General Contractor and all other Subcontractors associated with the Project.

#### **I. Applicable Specifications:**

- 1. 26 0010 Basic Electrical Requirements
- 2. 26 0505 Selective Demolition for Electrical
- 3. 26 0519 Low-Voltage Electrical Power Conductors and Cable
- 4. 26 0526 Grounding and Bonding for Electrical Systems
- 5. 26 0529 Hangers and Supports for Electrical Systems
- 6. 26 0533.13 Conduit for Electrical Systems
- 7. 26 0533.16 Boxes
- 8. 26 0533.23 Surface Raceways for Electrical Systems
- 9. 26 0553 Identification for Electrical Systems
- 10. 26 0923 Lighting Control Devices
- 11. 26 2726 Wiring Devices
- 12. 26 2913 Enclosed Controllers
- 13. 26 5100 Interior Lighting
- 14. 27 1000 Structured Cabling
- 15. 28 4600 Fire Detection and Monitoring

#### **J. Scope of Work:**

- E. Complete Electrical package per the Contract Documents. Including, but not limited to the following summary of items:
  - a. Furnish and install interior electrical grounding, panel board circuit breaker, and distribution wiring.
  - b. Furnish and install light fixtures, lighting control, and associated wiring.
  - c. Furnish and install emergency lights, fire alarm horns/strobes, exit lights, and pull stations.
  - d. Furnish and install convenience outlets and associated wiring.
  - e. Furnish and install floor boxes as shown on the Contract Documents.
  - f. Furnish and install HVAC power wiring
  - g. Furnish and install plumbing equipment power wiring
  - h. Furnish and install raceway, conduits, boxes, and wiring for data communication
  - i. Furnish and install low voltage wiring as shown on the Contract Documents
  - j. All sealants/caulking associated with electrical work

- k. Fire alarm systems, exiting systems, and Smoke/Fire Detection systems must remain operational for the duration of the project. Contractor shall ensure that all life safety codes remain in compliance for the duration of the project, and shall coordinate all shutdowns of systems as needed with the General Contractor and Owner
- l. Provide layout and coordination drawings for electrical Work and coordinate with General Contractor and all other Subcontractors
- m. This bidder shall secure and purchase ALL permits required for this work.
- n. By submission of a bid for this Bid Package, this bidder confirms that all onsite/existing conditions have been thoroughly reviewed and accounted for.
- o. This bidder shall coordinate with local authorities having jurisdiction of ALL inspections required.
- p. This bidder is responsible for all power needs during the execution of this Bid Package.
- q. This bidder shall include all deliver, storage, and handling as required for their complete scope of work.
- r. This bidder shall include all submittals, samples, product data, warranties, and required maintenance.

### 1-3 Bid Submission

The proposer will submit:

- **One (1) Original;**
- **Three (3) copies;**

**The Bidder will submit one (1) sealed envelope containing the One (1) Original and required Three (3) copies, complete with all signed affidavits and certifications, bound together.** Oversize pages used for drawings or similar purposes are allowed. The package containing the bid must be clearly marked with the words "**Bid for Transit Center Renovation IFB #FED2019-11. GENERAL CONTRACTOR**" and the time and date bids are due. The District will not accept responsibility for late bids that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The District shall not be responsible for unintentional premature opening of a bid that has not been properly addressed and identified per the instructions included with this IFB. All bids are due **NO LATER THAN 2:00 pm (CST), June 18, 2019.**

### 1-4 Bid Format and Required Content

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

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

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

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

1-5 Bid Signature

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

1-6 Inquiries

The proposer is required to show on all correspondence with the GPMTD the following: "**Bid for Transit Center Renovation IFB #FED2019-11.**" **GENERAL CONTRACTOR**". Any communication with GPMTD should be written and directed to [Lynne Safford](#), Procurement, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. Written communication may also be forwarded via email to [lsafford@ridecitylink.org](mailto:lsafford@ridecitylink.org). Correspondence will not be accepted by any other means or by any other GPMTD staff member.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Invitation for Bids available:	May 28, 2019
Pre-Bid Meeting at <b>2:00 pm (CST)</b> :	June 4, 2019
Deadline for questions and clarifications:	June 5, 2019
Deadline for <u>responses</u> to questions and clarifications:	June 7, 2019
Recommendation for Contract Award Announcement – <b>Subcontractors</b> on or before:	June 13, 2019
Bids due by <b>2:00 pm (CST)</b> :	June 18, 2019
Bid Opening at <b>2:15 pm (CST)</b> :	June 18, 2019
Recommendation for Contract Award Announcement –	June 21, 2019

GENERAL CONTRACTORS	
Contract Execution for General Contractor on or before:	June 28, 2019
Expected project start-up date on or before:	July 29, 2019

1-8 Pre-Bid Conference

There will be a non-mandatory pre-bid meeting on **June 4, 2019 at 2:00 pm (CST)** at GPMTD’s Administrative Office located at 2105 NE Jefferson Avenue, Peoria, Illinois 61603. A site visit of the renovation site located at 407 SW Adams St. Peoria, IL will immediately follow. All potential proposers attending will attend at their own cost and should bring a hardcopy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. The GPMTD will conduct a site visit for all proposers so it will not be necessary later on for proposers to make a subsequent claim or request a contract modification because of facts not known when the bid was submitted.

1-9 Bid Specifics

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

1-10 Disadvantaged Business Enterprise (DBE) Participation

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

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

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

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

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

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

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

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

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

## 1-11 Examination of IFB and Contract Documents

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

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

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

or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

1-12 Interpretation of IFB and Contract Documents

No oral interpretations as to the meaning of the IFB will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the IFB, Scope of Work, Specifications, etc., must be requested in writing by June 5, 2019 for a reply to reach all Proposers before the submission of their bids. Any interpretation or change made will be in the form of an addendum to the IFB, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all contractors who have registered to submit a bid on this IFB and to whom the IFB has been issued to at least four (4) calendar days prior to the bid due date. **All addenda will become part of the IFB and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the District before the award of the Contract will not be binding upon the GPMTD.

1-13 Cost of Bids

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

1-14 Samples

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

## SECTION 2 – SCOPE OF WORK

### 2-1 Introduction/Background

The purpose of this Invitation for Bid (IFB) is for the GPMTD to procure qualified, responsive, and responsible firms to procure, deliver, and complete renovations to the Transit Center as specified in the Project Specifications and Drawing Set.

The GPMTD CityLink Transit Center Project consists of the renovation of a 4,700 square feet existing facility. It encompasses a wide variety of upgrades and improvements, including but not limited to: Replacement of the existing plumbing fixtures, toilet accessories, ceiling, flooring, and paint finishes for the public restrooms. Reconfiguration of the customer service area, break room, and staff restrooms. Renovation of the upper level office areas. New layout and lighting fixtures with lighting controls for each of the renovated areas. Reworking of the existing mechanical system with major equipment to remain as well as other miscellaneous items.

The project will have two separate Bid Openings. The first will be on Tuesday, June 11 at 2:00 PM for Subcontractors bidding on Demolition, Painting, HVAC, Electrical, and Plumbing work, each as a separate bid package. The lowest qualified and successful bid for each of these five (5) Subcontractor Bid Packages will be assigned to the successful General Contractor bidder. The second Bid Opening will be on June 18 at 2:00 PM for the General Contractor Bid Package, which includes all other remaining work and coordination for the Project. Construction Drawings and Technical Specifications, prepared by Farnsworth Group, will be available to bidders on May 28, 2019.

### 2-2 Scope of Work / Specifications

**The contractor selected as the General Contractor of the project shall be responsible for the scope of work specifically outlined in Section 1-2, “Purpose and Scope” on page 13 of this document. Full project specifications and plans are provided in the following attachments accompanying this IFB:**

- **Attachment R – Project Manual (Specifications), dated May 24, 2019**
- **Attachment S – Drawing Set (Bid Set), dated May 24, 2019**

#### **General Requirements:**

- Contractors are required to obtain all permits at contractor expenses for proposed work;
- New equipment and materials shall be the product of specified manufacturers;
- Bid Bond applies to this IFB;
- Performance Bond applies to this IFB;
- Payment Bond applies to this IFB;
- Builders Risk Insurance applies to this IFB;
- References for similar size projects within the previous five (5) years are recommended.

The GPMTD requires **Buy America** compliant materials for completion of the renovation work.

#### **Removal of Existing Equipment:**

- Contractor shall be responsible for the removal of all existing equipment identified in the Drawing Set and as required to provide a functional system. Items shall not be abandoned in place unless approved by the Owner.

- Repair holes or damage from removal of existing equipment and system components.

**Installation:**

- Contractor shall be responsible for the installation of all new materials, equipment, fixtures, and associated work as required in the specifications;
- Owner shall relocate furniture as needed to construction operations.

**Training:**

The Contractor shall also be responsible for training designated personnel on any equipment or software included in this procurement. The minimum training is that which is necessary to bring administrative, operations, and maintenance employees to proficiency required to perform their duties on monitoring, maintaining and servicing mechanical equipment and systems.

**Project Coordination:**

The successful Contractor shall be responsible for cooperation in project coordination efforts by the General Contractor for project delivery within the project schedule. Contractor shall coordinate all noise and/or dust producing activities ahead of time with the General Contractor and Owner.

**System Acceptance:**

Acceptance of the Project shall be as defined in the Project Specifications. GPMTD will not be constrained by the Contractor testing plan and reserves the right to make the following requests which shall be acted on by the Contractor:

- a) Any procedural changes and other reasonable tests to reasonably assure equipment, material, fixture, or system performance and conformance.
- b) Investigation into any apparent troubles or anomalies with respect to any equipment or systems.
- c) An audit of all test reports and verification of any or all previous tests and measurements. Upon successful completion of any test, the Contractor shall prepare and submit within two (2) weeks a report summarizing the results with relevant test records appended. All such test reports must be signed by witnesses to the tests.
- d) The GPMTD shall be notified five (5) days in advance of each test and reserves the right to witness any or all of the tests.
- e) The Contractor shall conduct its own tests in advance of tests required by the Contract as necessary to ensure compliance with the Specifications at the time of the Contract required tests and to rehearse test procedures.
- f) All equipment, fixtures, and components must be delivered with the manufacturer's quality conformance test sheets proving the equipment met the manufacturer's quality criteria.

**SECTION 3 – BID SUBMISSION PROVISIONS**



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

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

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

### 3-2 Rejection of Bids

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

### 3-3 Clarification of Bids

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

### 3-4 Approved Equals

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

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

If potential proposers believe that their product is equal to the product specified, they must submit a written request to GPMTD on the provided form (Attachment D) by June 5, 2019 and this request will be approved or rejected by GPMTD at least four (4) calendar days prior to the due date of bids. Requests for approved equals and clarification of specifications must be received by GPMTD in writing by these dates to allow analysis of the request.

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

### 3-5 Modification or Withdrawal of Bids and Late Bids

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

### 3-6 Errors and Administrative Corrections

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

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

### 3-7 Compliance with IFB Terms and Attachments

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

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

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

### 3-8 Collusion

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

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

### 3-9 Pricing, Taxes and Effective Date

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

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

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

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

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

### 3-10 Bid Alternatives

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

### 3-11 Single Bid Response

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

### 3-12 Exclusionary or Discriminatory Specifications

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

### 3-13 Protest Procedures

#### Pre-Bid Protests:

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the General Manager as specified below not later than seven (7) calendar days prior to the deadline for submission of bids/proposals.

The General Manager 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 four (4) calendar days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the General Manager as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the General Manager 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/proposal's 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 General Manager as specified below not later than five (5) calendar days after the Recommendation for Contract Award announcement by GPMTD.

General Manager, within his or her discretion, may postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) calendar days prior to the date that GPMTD shall execute the contract award.

The decision by the General Manager 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 General Manager at the address shown in the solicitation documents.

Protest Response:

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

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

### 3-14 Insurance Requirements

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

#### 3-14.1 General Requirements

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

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

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

3.14.2 Required Coverages

The Contractor agrees to provide the following coverages:

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

Each Occurrence (Bodily Injury, Property Damage)	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate Limit	\$2,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

The Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

- 1) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- 2) Claims for property damage to the Contractors work arising out of the products completed operations hazard where the damaged work or the work out of which the damage arises was performed by a Subcontractor.
- 3) Claims for bodily injury other than to employees of the insured.

- 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. BUILDERS RISK**

**Builders Risk coverage shall be carried for the full project bid price for the duration of the project through final acceptance by GPMTD. Additionally:**

##### **Perils**

Coverage should be written on an “all risk” (aka “Special” policy form) basis coverage are normally optional based on the needs and location of the project.

##### **Deductibles**

Deductibles shall be paid by the Contractor.

##### **Property Covered**

At a minimum, the insurance should cover the full insurable value of the improvements outlined in this IFB.

##### **Loss Payee Status**

GPMTD shall be named in the policy as a Loss Payee, with the right to make payment to another party upon written authority of the General Manager of GPMTD.

## **SECTION 4 – BID EVALUATION & CONTRACT AWARD**

### **4-1 General**

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

### **4-2 Eligibility for Award**

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

- The completeness of the bid,
- The Proposer has submitted bid on or before the required due date and time,
- The required forms, certifications, and deliverables have been submitted.
- Satisfactory references from similar work/project size performed within the past 5 years.

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

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

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

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

#### 4-3 Contract Award

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

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

#### 4-4 Execution of Contract and Notice to Proceed

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



#### 4-5 Public Disclosure of Bids

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

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 and Equitable Adjustments

#### (a) 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.

#### (b) Equitable Adjustments:

Equitable adjustments are allowable at the sole discretion of the GPMTD in unforeseen situations where subsurface or latent physical conditions of the construction site differ materially from those indicated in this Agreement, or unknown physical conditions at the site, of an unusual nature, differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

The General Contractor must notify GPMTD's Procurement Administrator in writing of any suspected material differences between the site conditions and those conditions either described in this Agreement or those ordinarily encountered or generally recognized as inherent to the nature of the work prior to disturbing site conditions. If the Contractor proceeds with work and fails to make the required notification above and the process below does not first take place the Contractor will not be entitled under the terms of this contract to use the change order process to recover additional costs based on this equitable adjustment process.

The GPMTD will promptly investigate any such claims with the assistance of a representative of the Farnsworth Group possessing the knowledge and skills required to reach a fair decision concerning the reasonableness of the claim.

Claims validated through this review process will result in negotiation between the GPMTD and the Contractor to reach consensus on an equitable adjustment to the total final contract price. Adjustments will include only those additional costs incurred for the portion of the contract work directly affected by the differing site conditions, including delay and impact costs.

Any proposed change in the contract will be subject to the change order provisions of this Agreement.

If the parties cannot agree on the validity of the claim or the amount of compensation considered equitable, the Contractor is required to proceed with the specified work and resolve the issue later.

#### 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. GPMTD reserves the right to hire an alternate Contractor to finish any uncompleted work required by this agreement, regardless of the reason for non-performance by the Contractor.

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

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

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

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

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

## 5-10 Defective Work, Materials or Services

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

## 5-11 Assignment

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

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

#### 5-12 Indemnification and Hold Harmless

**Contractor shall hold harmless, defend, and indemnify GPMTD and its management, officers, officials, agents, employees, and volunteers from and against all liability, claims, damages, losses, judgments and expenses including attorney fees and other costs and expenses incident thereto including but not limited to harm from libel and/or slander arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of GPMTD.**

#### 5-13 Applicable Law and Forum

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

#### 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

Not applicable to this Agreement.

#### 5-19 Severability

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

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

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

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

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



## SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

### 6-1 Contract

Any Contract resulting from this solicitation will be structured as a firm, fixed price contract. The Contract(s) issued by GPMTD may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

### 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; including Attachments R (Project Manual) and S (Project Specifications)
- 3) Contract amendments;
- 4) Solicitation and all issued addenda and approved equals;
- 5) Any optional federal regulations elected by GPMTD as expressly set forth herein;
- 6) Clarifications of and amendments to Contractor's bid as accepted by GPMTD; and
- 7) Contractor's bid and Attachments, and all clarifications and amendments issued prior to contract award.
- 8) Executed and approved Change Orders including change orders resulting from Equitable Adjustments Equitable Adjustments.

### 6-3 Contract Term

The term of the Contract arising from this IFB shall not exceed six (6) months from the execution date or upon final acceptance of the close out documents.

### 6-4 Payment Procedures

Payments for services rendered and expenses incurred shall be made to the General Contractor for the project after presentation of General Contractor's invoices accompanied by full unconditional lien waivers signed by the first and second tier Subcontractors. GPMTD will withhold a ten percent (10%) retainage for all invoice submitted. The ten percent (10%) retainage withheld will remain unpaid until the project is deemed complete and all unconditional lien waivers for the work have been delivered to GPMTD. Such invoices shall be computed in accordance with the fee schedule agreed to by GPMTD and General Contractor, less the ten percent (10%) retainage, 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 and certified payroll. Contractor also agrees to supply; additional information as may be requested by GPMTD with each invoice. Any first and second tier Subcontractor's Certified

Payroll shall be provided to the General Contractor for delivery to GPMTD as outlined in Section 7-12.

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 or General Contractor for this project. Any overpayment uncovered in such an audit may be charged against future invoices. GPMTD may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

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

#### 6-5 Advance Payment Prohibited

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

#### 6-6 Prompt Payment to Subcontractors

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

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

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

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

#### 6-7 Price Adjustments

Price adjustments shall be determined at the sole discretion of GPMTD only through the Change Order/Equitable Adjustment processes.

#### 6-8 Shipping Charges

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

#### 6-9 Delivery Points

This Contract requires the delivery of all goods and/or services and supervision necessary to complete work as set forth herein to be made to the GPMTD facility located at 407 SW Adams St. Peoria, IL.

#### 6-10 Summary Report

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

#### 6-11 Warranty Provisions

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

#### 6-12 Express Warranties for Construction Services

Contractor warrants that the construction services which include materials, equipment, and

workmanship 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, General 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 General Contractor. If General 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 General Contractor.

General 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.

For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the Contractor or any of his suppliers.

Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the GPMTD.

### 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

Lynne Safford  
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.

### SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

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

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

#### 7-2 Prohibited Interests

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

#### 7-3 Contract Changes

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

#### 7-4 Escalation

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

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

#### 7-5 Equal Employment Opportunity

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### 7-6 Financial Assistance

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

#### 7-7 Audit and Inspection of Records

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

#### 7-8 Assignment

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

#### 7-9 Retention of Records

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

#### 7-10 Ownership of Records

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

#### 7-11 Government Inspection

"Representatives of the State of Illinois shall have access to the site of construction and shall have the right to inspect all project works."

#### 7-12 Certified Payrolls

The GPMTD shall obtain from the contractor and each subcontractor a certified copy of each weekly payroll within seven days after the regular payroll date. Following a review by the GPMTD for compliance with state and federal labor laws, the payroll copy shall be retained at the project site for later review by the authorized representative of the State of Illinois.



### 7-13 Warranty of Construction

For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the Contractor or any of his suppliers.

Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the GPMTD.

### 7-14 Prime Contractor Participation

"The prime contractor shall perform on the site, with his own staff, work equivalent to at least 10 percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction at the work site." (The grantee may increase this minimum amount of prime contractor participation depending upon the degree of specialization required to perform this work.)

## 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 applies to this Contract:

8. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
9. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
10. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
11. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
12. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
13. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration

of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

14. FTA does not require the inclusion of these requirements in subcontracts.

#### 8-4 Changes to Federal Requirements

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

#### 8-5 Termination Provisions

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

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

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

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

d. **Waiver of Remedies for any Breach** In the event that GPMTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by GPMTD shall not limit GPMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience of Default (Cost-Type Contracts)** The GPMTD may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the GPMTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GPMTD, or property supplied to the Contractor by the GPMTD. If the termination is for default, the GPMTD may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the GPMTD and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

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

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

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

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

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the

Contractor fails to comply with any other provisions of this contract, the GPMTD may terminate this contract for default. The GPMTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

## 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%.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GPMTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial bid:

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

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

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

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

#### 8-8 Incorporation of FTA Terms

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

#### 8-9 Suspension and Debarment

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

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

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

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the 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 Peoria County, Illinois.

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

## 8-11 Disclosure of Lobbying Activities.

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

## 8-12 Clean Air

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



report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

#### 8-13 Clean Water

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

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

#### 8-14 Energy Conservation

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

#### 8-15 Cargo Preference

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

#### 8-16 Fly America

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

### 8-17 Access Requirements for Persons with Disabilities

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

### 8-18 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### 8-19 Recycled Products

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

### 8-20 Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than

quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Greater Peoria Mass Transit District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [ *insert name of grantee* ] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records - (i)** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the GPMTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

See Attachment O for information on the GPMTD Prevailing Wage Ordinance.

## 8-21 Contract Work Hours and Safety Standards

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

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

## 8-22 Performance and Payment Bonds (Construction)



The contractor shall furnish a performance bond in an amount equal to 100% of his or her contracted price.

The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

The penal amount of performance bonds shall be 100 percent (100%) of the original contract price. The GPMTD may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The GPMTD may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

The penal amount of the payment bonds shall equal Fifty percent (50%) of the contract price if the contract price is not more than \$1 million.

8-23 Bid Bond Requirements (Construction)

The contractor shall furnish a performance bond in an amount equal to Five percent (5%) of his or her contract price.

a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the GPMTD and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b) Rights Reserved

In submitting this Bid, it is understood and agreed by the bidder that the right is reserved by GPMTD to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of GPMTD.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of GPMTD, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of GPMTD damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by GPMTD as provided in the Instructions to Bidders shall prove inadequate to fully recompense GPMTD for the damages occasioned by default, then the undersigned bidder agrees to indemnify GPMTD and pay over to GPMTD the difference between the bid security and GPMTD's total damages, so as to make GPMTD whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

#### 8-24 Veterans Preference

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

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

#### 8-25 DOL EEO (Construction)

Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
- (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

**ATTACHMENT A – Vendor Checklist**

(Verification that all necessary documents are included)

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

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

**ATTACHMENT B – Bid Affidavit**

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

Signed: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

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

**ATTACHMENT C – Addendum Page**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT D – Request for Clarifications / Approved Equals**

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

Proposing Company: \_\_\_\_\_

Section of the IFB: \_\_\_\_\_ Page Number: \_\_\_\_\_

Proposer's Request: \_\_\_\_\_

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GPMTD Response: \_\_\_\_\_

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Approved \_\_\_\_\_

Denied \_\_\_\_\_

Comments: \_\_\_\_\_

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

**ATTACHMENT E - Certification Regarding Debarment and Suspension**

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

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

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

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

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

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

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

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

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

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

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

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

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**ATTACHMENT F – Affidavit of Non-Collusion**

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

1. That I am the proposer (if the proposer is an individual), a partner in the bid (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached bid has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Invitation for Bids, designed to limit independent bids or competition;
3. That the contents of this bid/proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

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



**ATTACHMENT G – Certifications of Compliance with Federal Lobbying Regulations**

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

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

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

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

\_\_\_\_\_  
Date

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

**ATTACHMENT H – Firm Data Sheet**

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

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

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

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

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

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

**ATTACHMENT I – Good-Faith Effort (Continued)**

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

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

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

**ATTACHMENT J – DBE Letter of Intent**

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

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

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

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT K – DBE Affidavit**

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT L – DBE Unavailable Certification**

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name) (Title)  
of \_\_\_\_\_ certify that on \_\_\_\_\_  
(Proposer/Prime Contractor) (Date)

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

<b><u>DBE Organization</u></b>	<b><u>Work Items Sought</u></b>	<b><u>Form of Bid Sought (i.e., materials, materials &amp; labor, labor only, etc.)</u></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 bid, for the following reason(s):

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

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

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

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

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

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

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

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

**ATTACHMENT M – Prompt Payment Affidavit**

**Complete Either (A) or (B) as Applicable**

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

- (1) The undersigned understands and agrees that the General Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed within the scope of this agreement no later than thirty (30) days after the General Contractor has received payment from the District for that work. The District shall not make payment directly to Subcontractors for work performed.
- (2) The undersigned understands and agrees that the General 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 General Contractor for that portion of the work. Any unexpected delay in payment of retainage by the General Contractor is to be promptly reported to GPMTD.
- (3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the General Contractor requires the General 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 General Contractor for Services performed or Deliverables submitted unless and until the General Contractor delivers certification 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 General Contractor's sworn statement that the General Contractor has complied with the prompt payment requirements.

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

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

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**(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.

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Signature

Company Name

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Official's Name and Title

---

Date

**ATTACHMENT N – Buy America Certification**

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

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

Company Name: \_\_\_\_\_

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

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

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**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

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

Company Name: \_\_\_\_\_

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

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

**ATTACHMENT O – Certificate of Compliance with Prevailing Wages**

The Vendor shall agree to comply with the GPMTD Prevailing Wage Ordinance adopted by Board of Trustees by signing and dating the following:

**ORDINANCE**  
**PREVAILING WAGES**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act" 820 ILCS 130 *et seq.*, and

WHEREAS, the aforesaid Act requires that the GREATER PEORIA MASS TRANSIT DISTRICT (“GPMTD”) of Peoria County investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Peoria County employed in performing construction of public works, for said GPMTD.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE GPMTD:

SECTION 1: To the extent and as required by the "Prevailing Wage Act", the general prevailing rate of wages in this locality for laborers, mechanics and the workers engaged in construction of public works coming under the jurisdiction of the GPMTD is hereby ascertained to be the same as the prevailing rate of wages for construction work in Peoria County area as determined by the Department of Labor of the State of Illinois as of July of the current year, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction and landscaping construction of the GPMTD to the extent required by the aforesaid Act.

SECTION 3: The GPMTD Secretary shall publicly post or keep available for inspection by any interested party in the main office of the GPMTD this determination or any revisions of such prevailing rate of wage.

SECTION 4: The GPMTD Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The GPMTD Secretary shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The GPMTD Secretary shall cause to be published in a newspaper of general circulation within the area a copy or notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

By signature below, the Bidder/Proposer, \_\_\_\_\_, agrees to comply with this Prevailing Wage Ordinance.

\_\_\_\_\_  
Signature of Bidder's Authorized Official

\_\_\_\_\_  
Print - Name and Title of Bidder's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT P – Peoria County Prevailing Wages**  
**Peoria County Prevailing Wage for May 21, 2019**

Effective Date	County	Trade Title	Region	Type	Class	Base W	Forem	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pensio	Vacatic	Trainin	Other f
4/5/2019	Peoria	ASBESTOS ABT-GEN	All	BLD		26.92	28.42	1.5	1.5	2	2	8.2	19.63	0	0.8	0
8/15/2018	Peoria	ASBESTOS ABT-GEN	All	HWY		30.53	32.03	1.5	1.5	2	2	8.2	21.45	0	0.85	0
11/5/2018	Peoria	ASBESTOS ABT-MEC	All	BLD		32.78	35.28	1.5	1.5	2	2	12.92	11.82	0	0.72	0
11/23/2018	Peoria	BOILERMAKER	All	BLD		40	43	2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	Peoria	BRICK MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
4/5/2019	Peoria	CARPENTER	All	BLD		32.46	34.71	1.5	1.5	2	2	8.55	18	0	0.54	0
4/5/2019	Peoria	CARPENTER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.52	0
4/5/2019	Peoria	CEMENT MASON	All	BLD		31.03	32.78	1.5	1.5	2	2	8.5	16.9	0	0.62	0
4/5/2019	Peoria	CEMENT MASON	All	HWY		32.73	34.23	1.5	1.5	2	2	8.5	17.27	0	0.63	0
8/15/2018	Peoria	CERAMIC TILE FNShER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Peoria	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	Peoria	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	Peoria	ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
8/15/2018	Peoria	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
4/5/2019	Peoria	ELECTRICIAN	All	BLD		36.51	39.01	1.5	1.5	2	2	7.65	12.74	0	0.8	0
4/5/2019	Peoria	ELECTRONIC SYS TECH	All	BLD		28.25	30.25	1.5	1.5	2	2	7.35	12	0	0.4	0
8/15/2018	Peoria	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
4/5/2019	Peoria	GLAZIER	All	BLD		35.37	37.37	1.5	1.5	1.5	2	11.85	8.3	0	1.25	0
11/5/2018	Peoria	HT/FROST INSULATOR	All	BLD		43.7	46.2	1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	Peoria	IRON WORKER	All	BLD		32.41	34.31	1.5	1.5	2	2	11.01	16.32	0	1.31	0
8/15/2018	Peoria	IRON WORKER	All	HWY		36.82		1.5	1.5	2	2	10.66	15.47	0	0.64	0
4/5/2019	Peoria	LABORER	All	BLD		25.92	27.42	1.5	1.5	2	2	8.2	19.63	0	0.8	0
4/5/2019	Peoria	LABORER	All	HWY		29.78	31.28	1.5	1.5	2	2	8.2	21.45	0	0.8	0
4/5/2019	Peoria	LABORER, SKILLED	All	BLD		26.32	27.82	1.5	1.5	2	2	8.2	19.63	0	0.8	0
4/5/2019	Peoria	LABORER, SKILLED	All	HWY		30.08	31.58	1.5	1.5	2	2	8.2	21.45	0	0.8	0
8/15/2018	Peoria	LATHER	All	BLD		32.46	34.71	1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Peoria	MACHINERY MOVER	All	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Peoria	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Peoria	MARBLE FINISHERS	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Peoria	MARBLE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
4/5/2019	Peoria	MILLWRIGHT	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	18.57	0	0.54	0
8/15/2018	Peoria	MILLWRIGHT	All	HWY		35.01	37.26	1.5	1.5	2	2	8.55	18.8	0	0.52	0
8/15/2018	Peoria	OPERATING ENGINEER	All	BLD	1	40.01	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	OPERATING ENGINEER	All	BLD	2	37.07	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	OPERATING ENGINEER	All	BLD	3	32.21	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
4/5/2019	Peoria	OPERATING ENGINEER	All	HWY	1	40.02	43.02	1.5	1.5	2	2	10	19.73	0	3.3	0
4/5/2019	Peoria	OPERATING ENGINEER	All	HWY	2	37.08	43.02	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Peoria	OPERATING ENGINEER	All	HWY	3	32.22	43.02	1.5	1.5	2	2	10	19.73	0	3.3	0
4/5/2019	Peoria	PAINTER	All	ALL		36.1	38.1	1.5	1.5	1.5	1.5	11.55	8.2	0	1.35	0
8/15/2018	Peoria	PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	1.5	2.6	2.71	0	0	0
8/15/2018	Peoria	PILEDRIVER	All	BLD		33.46	35.71	1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Peoria	PILEDRIVER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.52	0
10/26/2018	Peoria	PIPEFITTER	All	BLD		39.5	43.85	1.5	1.5	2	2	7.25	12.78	0	1.16	0
8/15/2018	Peoria	PLASTERER	All	BLD		29	30.25	1.5	1.5	2	2	8.15	16.19	0	0.8	0
4/5/2019	Peoria	PLUMBER	All	BLD		36.12	39.37	1.5	1.5	2	2	7.25	14.96	0	1	0
8/15/2018	Peoria	ROOFER	All	BLD		31.5	34.65	1.5	1.5	2	2	9	9.7	0	0.3	0
4/5/2019	Peoria	SHEETMETAL WORKER	All	BLD		33.47	35.14	1.5	1.5	2	2	9.87	17.49	0	0.95	0
8/15/2018	Peoria	SIGN HANGER	All	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Peoria	SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2	2	8.42	8.5	0	0.35	0
8/15/2018	Peoria	STEEL ERECTOR	All	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Peoria	STONE MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Peoria	TERRAZZO FINISHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Peoria	TERRAZZO MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Peoria	TILE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
4/5/2019	Peoria	TRUCK DRIVER	All	ALL	1	37.06	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
4/5/2019	Peoria	TRUCK DRIVER	All	ALL	2	37.6	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
4/5/2019	Peoria	TRUCK DRIVER	All	ALL	3	37.85	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
4/5/2019	Peoria	TRUCK DRIVER	All	ALL	4	38.2	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Peoria	TRUCK DRIVER	All	ALL	5	39.21	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
4/5/2019	Peoria	TRUCK DRIVER	All	O&C	1	29.65	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
4/5/2019	Peoria	TRUCK DRIVER	All	O&C	2	30.08	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	3	30.28	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
4/5/2019	Peoria	TRUCK DRIVER	All	O&C	4	30.56	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Peoria	TRUCK DRIVER	All	O&C	5	31.37	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Peoria	TUCKPOINTER	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0

**ATTACHMENT Q– Bid Pricing Form**

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

	COST
	\$

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**ATTACHMENT R– Project Manual (Specifications)**

The undersigned hereby declares that he/she has carefully read and examined the Attachment R – Project Manual attached to this IFB Document:

Labeled:           Greater Peoria Mass Transit District  
                          CityLink Transit District Renovation

Project No:       018459.04

Dated:             \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**ATTACHMENT S– Drawing Set (Bid Set)**

The undersigned hereby declares that he/she has carefully read and examined the Attachment S – Drawing Set (Bid Set) attached to this IFB Document:

Labeled:           Greater Peoria Mass Transit District  
                          CityLink Transit Center Renovation

Project No:       018459.04

Dated:           \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number