

AUGUST 16, 2022



REQUEST FOR PROPOSALS

BANKING & INVESTMENT MANAGEMENT SERVICES

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

REQUEST FOR PROPOSAL – COVER PAGE

Issue Date: August 16, 2022

Title: Banking & Investment Management Services

Reference Number: RFP# NF2022-09

Issuing and Using Agency: Greater Peoria Mass Transit District
Attn: Jamie Arbogast, Procurement
2105 NE Jefferson Avenue
Peoria, Illinois 61603

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:
3:00 PM on September 22, 2022 (CST)

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

**IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:
GPMTD PROCUREMENT, 2105 NE JEFFERSON AVENUE, PEORIA, ILLINOIS 61603.**
The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on
the face of the returned proposal package.

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

Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in ink)

_____ Zip Code: _____ Name: _____
(Please Print)

Telephone: () _____ Title: _____

Fax Number: () _____ FEI/FIN Number: _____

DUNS Number: _____ E-Mail Address: _____

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DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

GPMTD: Greater Peoria Mass Transit District.

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

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

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

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

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

Provide: Furnish without additional charge.

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

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

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

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

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

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

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

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

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

LEGAL NOTICE

August 16, 2022

REQUEST FOR PROPOSALS
Banking & Investment Management Services
RFP# NF2022-09

The Greater Peoria Mass Transit District (GPMTD) is seeking proposals to secure a contract for the provision of securing Banking & Investment Management Services. The scope of work/specifications is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

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

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

All proposals must be received on or before **3:00 pm (CST) on September 22, 2022** at the address listed above.

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

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

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

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

INTERESTED PROPOSER REGISTRATION FORM

Banking & Investment Management Services RFP# NF2022-09

Date: August 16, 2022
To: INTERESTED FINANCIAL INSTITUTIONS
Subject: Banking & Investment Management Services RFP# NF2022-09

To Proposers:

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

Name of INSTITUTION: _____

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: _____

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

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

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

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

GPMTD employs approximately 191 full and part-time employees, operates 18 fixed routes within the City of Peoria, East Peoria, West Peoria, Pekin, and Village of Peoria Heights and maintains an active fleet of 53 fixed-route buses. In addition to traditional fixed-route service, GPMTD provides complementary ADA paratransit service (CityLift) within the service area and owns 36 medium duty vans used for CityLift services. In addition, GPMTD provides rural and urban services (CountyLink) to residents within Peoria County and uses 12 medium duty vans.

GPMTD has three (3) facilities comprised of an Administration Building and Maintenance Building located at 2105 NE Jefferson, and a Transit Center located at 407 SW Adams.

1-2 Purpose

The purpose of this Request for Proposals (RFP) is requesting proposals for the provision of securing Banking & Investment Management Services from qualified, responsive and responsible financial institutions as specified in the scope of work.

1-3 Proposal Submission

The proposer will submit:

- **One (1) original;**
- **Four (4) hard copies;**
- **One (1) USB;**

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words "**Proposal for Banking & Investment Management Services RFP# NF2022-09**" and the time and date proposals are due. GPMTD will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

GPMTD shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN 3:00 pm (CST), September 22, 2022.**

1-4 Proposal Format and Required Content

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

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal.

Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by GPMTD and may be rejected.

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

A. Request for Proposal Cover Page (page 2) and all properly completed and executed Attachments

B. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
2. Proposed working relationship among proposing companies/firms, i.e. prime subcontractors, if applicable.
3. Signature of a person authorized to bind the proposing firm/company to the terms of the proposal.

C. Notice of Exception(s) (if applicable)

D. Qualifications and Capabilities of the Company

1. General overview of bank, certification of meeting required qualifications to propose, customer service philosophy and identification of the primary office or branch that will be assigned to and where GPMTD will conduct its banking business.
2. Name(s) and title(s) of all key personnel proposed for the duration of the contract. Identify bank officers responsible for GPMTD accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team. List the physical location of proposed bank officers (i.e., Peoria IL , etc.).

In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.

3. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.

Bank's direct experience in servicing public sector clients. Please include the number of public agency clients and the dollar amount of public funds on deposit.

4. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.
5. Identify any and all subcontractors, if applicable. For each subcontractor, provide the name the company, address, contact person, telephone number and project function(s).

Proposer must provide affirmation of your company's ability to meet all RFP requirements, including any supporting documentation, sales materials, etc. Also include a reason why you are not able to meet any RFP requirements and why you feel regardless of your inability to meet all requirements your proposal should be considered.

E. Related Experiences and References

1. This section of the Proposal should establish the ability of the Proposer to provide the required product or service by demonstrating competence in the performance of services to

be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed. Provide five (5) references (preferably public agencies) for whom you have provided BANKING SERVICES & INVESTMENT SERVICES similar to those described in section 2. Include for each reference a contact name, title, name of customer, address, telephone number, fax number, email address, and number of years as a customer.

2. Please identify what you believe are the primary characteristics that differentiate your firm from others in the market and explain why your company is uniquely positioned to work successfully with GPMTD.

F. Technical Proposal (to include)

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

G. Cost/Price Proposal

The Cost/Price Proposal should identify and respond to the items within the Scope of Work. A summary of the cost/price proposal for items in the proposal is required, showing fees for the basic work program. The Proposer/Bidder must demonstrate its financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made. Cost/Price for any additional services shall be provided in detail.

Attachment I is provided to use as a sample pricing form. The proposer must use a similar format

and provide an additional detailed cost/price description.

1-5 Proposal Signature

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

1-6 Inquiries

The proposer is required to show on all correspondence with the GPMTD the following: "**Proposal for Banking & Investment Management Services RFP# NF2022-09**". Any communication with GPMTD should be written and directed to: Jamie Arbogast, Procurement, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603. Written communication may also be forwarded via email to jarbogast@ridecitylink.org. Correspondence will not be accepted by any other means or by any other GPMTD staff member.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	August 16, 2022
Deadline for questions and clarifications:	August 30, 2022
Deadline for <u>responses</u> to questions and clarifications:	September 06, 2022
Proposals due by 3:00 pm (CST) :	September 22, 2022
Interviews: (Tentative)	September 28, 2022
Recommended Contract Award at GPMTD Board Meeting:	October 17, 2022
Contract Start Date:	December 01, 2022

1-8 Interviews & Presentations

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

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

The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 40 minutes. The remainder of the time will be used for follow-up discussion and questions.

The presentations will be held at the Greater Peoria Mass Transit District offices on 2105 NE Jefferson Avenue Peoria, IL. September 28, 2022 has been tentatively scheduled for the interviews.

1-9 Proposal Specifics

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

1-10 Examination of RFP and Contract Documents

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

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

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

1-11 Interpretation of RFP and Contract Documents

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

1-12 Cost of Proposals

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

SECTION 2 – SCOPE OF WORK

2-1 Purpose

The Greater Peoria Mass Transit District (GPMTD) is seeking proposals from local qualified financial institutions to provide full, integrated BANKING SERVICES & INVESTMENT SERVICES to GPMTD. GPMTD intends to maintain BANKING SERVICES & INVESTMENT SERVICES with one financial institution to receive the highest quality service at the lowest cost. As such, BANKING SERVICES & INVESTMENT SERVICES proposals must include services for the account system outlined.

GPMTD's BANKING SERVICES & INVESTMENT SERVICES are currently provided by Busey Bank, its contract is due to expire on November 30, 2022. This request is to test the market to assure that GPMTD is receiving the optimum level of service at a competitive price.

Transition of services. In the event that GPMTD awards a contract to a new financial institution there will be a thirty (30) day transitional period. Therefore, the contract execution date will be no later than November 01, 2022 to allow the transition of services between institutions prior to GPMTD's existing contract end date.

2-2 Qualifying Conditions

Proposers must meet the qualifications described in this section in order to submit a proposal.

1. **Full-service branch within GPMTD's limits:** The financial institution must have a full-service branch located within GPMTD's service area for the full term of the banking contract or be able to demonstrate how BANKING SERVICES & INVESTMENT SERVICES not provided by a local bank would not increase GPMTD's costs or unnecessarily encumber staff time. Branch bank must be able to offer the full range of BANKING SERVICES & INVESTMENT SERVICES required by this RFP.
2. **Qualified Public Depository:** The financial institution must be a member of the Federal Reserve System and must have access to all Federal Reserve services (e.g., check processing, electronic funds transfer, etc.) The financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC).
3. **Strength and Stability:** The financial institution selected to perform BANKING SERVICES & INVESTMENT SERVICES shall maintain a capital structure equal to or greater than the amount GPMTD has on deposit with them at any time during the term of the agreement. This calculation shall include both demand deposits and term deposits such as certificates of deposit and savings accounts. Each proposing institution shall submit with their proposal a copy of their annual financial report for the past three (3) years. The successful proposer shall, for the duration of this contract, continue to furnish updated issues of their financial report in a timely manner.
4. **Technology:** The financial institution shall have the ability to supply web-based information reporting systems and allow multiple users with different security level access; provide electronic notifications, provide electronic images of cleared checks front and back, direct deposit services, wire transfers, cashier's checks, electronic funds, and automatic clearinghouse transfers.
5. **Format and Completeness of Proposal:** The financial institution shall provide a proposal which is formatted and prepared as directed in Section 1-4 of this document. To ensure the proposal includes all required documents refer to ATTACHMENT A – Vendor Checklist.

6. **Insurance Requirements:** The financial institution selected must comply with the insurance requirements listed in section 3-14 of this document.

2-3 Demand Deposit Accounts

GPMTD will require the following separate banking accounts:

1. General Operating Account
2. Self-Insurance Account
3. Working cash Reserves Account
4. Capital Development Reserves Account
5. Contractual Service Account
6. OPEB Reserve Account

All checks (exceed \$25,000) require the signatures of two of the following; General Manager, Treasurer, Assistant General Manager and CFO, done by an actual signature. See Exhibit A for the average banking activity for Fiscal Year 2022 (from July 2021 to June 2022).

This account receives all revenues. Daily deposits are currently made by various personnel. Deposits occur during the day drop.

Please provide answers to the following:

- A. Please describe the bank's cash deposit requirements. How should the coin and currency deposits be bundled? Is there a fee for depositing loose or rolled coins?
- B. Please provide examples of the reports for account analysis statement and the bank statement.
- C. Please describe in detail the bank's procedures for handling deposit adjustments. What documentation on discrepancies does the bank provide? Is the documentation different for cash deposits and check deposits? What is the minimum adjustment amount? How soon would support documentation of a deposit discrepancy be provided to GPMTD?
- D. What are the cut-off times for deposits at the bank's local branch? If the bank has more than one branch, identify the time and branch(es) where a final daily deposit(s) will be accepted.
- E. Please describe the bank's return item handling and notification procedures. How long does it take returned items to be sent to GPMTD? Can returned items be automatically re-deposited? If so, how many times?
- F. Can change orders for \$500 or less be made available to GPMTD departments without advance notice?
- G. The bank will be required to provide certain transaction confirmations and respond to other requests for data as needed from GPMTD's auditors. Will the bank be able to comply with such requests?
- H. How do you determine and calculate availability of deposited items? Do you calculate availability by item or formula? Please provide a copy of the funds availability schedule you propose to use for GPMTD. Describe one day, two availability and wire requirements.

2-4 Online Banking

Do the financial institution's online BANKING SERVICES & INVESTMENT SERVICES include, at a minimum, the following capabilities:

1. secure, dual administration (separation of duties) for initiating and approving user access, permissions, wire transfers, ACH transfers, template setups, etc.
2. wire transfers and ACH transfers
3. ability to download electronic bank statements in an electronic file that can be imported to Excel
4. daily detailed account reporting showing beginning and ending ledger balances, collected balances, and available balances. Please provide a sample of prior day and intra-day reports that would be the best example of the system's capabilities
5. image viewing of deposit tickets
6. image viewing of canceled checks, front and back
7. stop payments
8. funds transfers between accounts
9. viewing of float information on all deposited items
10. electronic notification of transactions
11. viewing information on refunds, voids or deletions of deposits or receipts
12. information to be available for a minimum of 90 days

2-5 ACH Services

ACH transactions such as pension fund transfers, State tax transfers, and federal grant payments flow through the account each month. Please provide answers to the following:

1. Please describe the bank's ACH banking service.
 - What are the different ACH file transmission options available to GPMTD?
 - What are the transmission deadlines for ACH files? When (day and time) does the bank need the file from GPMTD?
 - What are the hours of operation of the ACH unit?
2. Please detail the bank's back-up plans for data transmissions. GPMTD requires immediate notification of any changes or problems and the ability to re-send or delete a file.
3. What screening measures does the bank use to minimize errors on files sent to you?
4. How does the bank handle file, batch and item reversals and deletions?

2-6 Positive Pay/Reverse Positive Pay Services

Describe the bank's ability to provide Positive Pay or Reverse Positive Pay services. What type of data transmission can the bank accept? What is the deadline for the transmission of check issuance files to the bank? How much time will GPMTD have to review discrepancies and notify the bank to pay or reject? How is GPMTD notified?

2-7 Conversion

GPMTD requires a smooth and low-cost transition to a new bank.

1. Please describe the bank's plan to implement the proposed services and to ensure a smooth, error-free conversion. Please detail all costs and the responsible party (bank or GPMTD) associated with the conversion of all new services.

2. Indicate your plans for educating and training GPMTD employees in the use of your system(s).
3. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom GPMTD will be calling and working with for the above described situations.

2-8 Compensation

Compensation shall be provided either in the form of a compensating balance or direct fees basis. GPMTD currently uses the direct fees basis. GPMTD shall, at the beginning of the contract period, specify which method of compensation will be used.

1. What is the bank's Earnings Credit Rate (ECR) based on, and how is it calculated? List the bank's actual ECR for the past twenty-four (24) months. Is the account analysis settlement period monthly?
2. Please detail exactly what types of items and services can be applied against GPMTD's account analysis in addition to standard BANKING SERVICES & INVESTMENT SERVICES. Is there a mark-up for any of items? If so, how much?
3. What procedure is used to make any adjustments to account analysis statements and how long does it take adjustments to take effect? How are adjustments handled if the analysis period has already ended?

2-9 Data Equipment Compatibility

GPMTD plans to heavily rely on online transactions and wishes to ensure equipment and data compatibility and therefore requests the specifications needed for an automated wire transfer, ACH debit and credit, balance reporting, and any other automated systems be included in this proposal. Any costs associated with automated data and equipment should be identified in an additional cost detail if not already listed in Exhibit A.

2-10 P-Card or Purchase Card

1. Provide an overview of your general procurement cards, A/P cards.
2. What differentiates your card service from that of other providers?
3. How do you plan to keep this card current and competitive?
4. Describe the team that will support our program.
5. Describe card controls and usage restrictions supported by your program.
6. Describe your encryption technology including your firewall settings, security architecture and policies.
7. What card platform does your program employ (e.g., AMEX, MC, Visa or other)? Why?
8. What are the liabilities of the company and employees in the event of fraud, abuse or loss of a card?
9. Does your program screen transaction activity for fraud patterns? Explain.
10. Describe your vendor enrollment and program growth process.
11. Describe the level of detail available on purchasing card transactions.

12. Describe the formats or methods offered for distribution of transaction data and the frequency of distribution.
13. Describe file transmission options for reporting.
14. Describe internet reporting options.
15. How quickly after a transaction occurs is the information available?
16. Provide a general description of the reporting you offer.
17. Describe the types of reports available and provide samples.
18. What are the inquiry and ad hoc reporting capabilities of your system?

2-11 Remote Deposit

1. Have you installed and maintained a remote deposit service with at least one company in our industry with similar processing volumes? If so, discuss how many companies you have worked with that meet these criteria and describe any lessons learned, problems encountered, benefits delivered, and/or other information that would inform the company's remote deposit initiative.
2. List the critical success factors for a remote deposit services program and any factors that have prevented the achievement of program goals for your existing clients. What specific issues should we consider as we move forward with this initiative?
3. What approach are you taking in the enhancement of the service? Are you able to make these enhancements yourself or are you dependent on another company?
4. Please list any cash management services that your company has discontinued in the past 24 months and provide an explanation for the decision to discontinue these services.
5. Provide a brief description and general workflow of your remote deposit service capabilities. Attach any diagrams that would assist a novice in understanding the service.
6. Can we establish multiple depository accounts for each remote deposit site? If so, are there any restrictions on the number of accounts to which we can apply deposits from each site?
7. Does the remote deposit service support paper deposit tickets for processing?

2-12 Disaster Recovery

1. Describe your institution's formal disaster recovery plan.
2. How quickly will back-up facilities be activated?

2-13 Investment (Wealth Management) Service

- A. Profile of Manager and Firm
 1. Firm's principals, their education, their professional backgrounds and years in the investment management experience.
 2. The professional(s) who would be directly involved with GPMTD's accounts and their role(s).
 3. For institutional assets managed, provide statistics on median/average institutional account size and range of assets managed (largest to smallest account).
- B. Investment Management Process:
 1. Describe firm's/respondent's investment selection process.

2. Describe firm's process for monitoring performance of a client's account(s), including as related to client's goals, objectives and investment policy.
 3. Considering GPMTD's current investment policy, what type of investment(s) would respondent suggest – mutual funds, CDs, bonds, a combination of investment types, etc.
 4. If available, provide a representative portfolio for a client with similar characteristics.
- C. Administrative Services:
1. Does respondent foresee any problem having reports available with returns including a blended benchmark relative to GPMTD's Investment Policy, for said meetings?
 2. Are monthly account statements available on-line? If so, how soon after the last day of the preceding month?
 3. With your proposal, include a sample monthly accounting statement/client report and in addition, a quarterly meeting report with demonstrated capabilities to monitor performance to investment policy benchmark.
- D. Performance Results:
1. Does firm provide any planned giving services? If so, describe.
 2. Describe any fee based additional services offered by firm/respondent.
 3. Describe any value-added services firm/respondent provide to clients.
- E. Fees:
1. Outline fees that firm would charge to manage GPMTD's assets including fees for balanced, equity, fixed income and cash reserve management services.
 2. Describe the frequency and timing of firm's fees.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

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

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

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

3-2 Rejection of Proposals

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

3-3 Clarification of Proposals

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

3-4 Approved Equals

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

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

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

Any request for an approved equal 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 Proposals and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at GPMTD's office designated in the solicitation after the exact time specified for proposal receipt will

not be considered.

3-6 Errors and Administrative Corrections

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

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

3-7 Compliance with RFP Terms and Attachments

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

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

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

3-8 Collusion

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

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

3-9 Pricing, Taxes and Effective Date

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

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

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

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

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

3-10 Proposal Alternatives

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

3-11 Single Proposal Response

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

3-12 Exclusionary or Discriminatory Specifications

GPMTD agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (3) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. GPMTD further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-13 Protest Procedures

Pre-Proposal Protests:

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

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

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

Pre-Award Protests:

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

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

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

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

Requirements for Protests:

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

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

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

Protest Response:

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

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

3-14 Insurance Requirements

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

3-14.1 General Requirements

~~All insurance policies shall be written with a company or companies licensed to conduct business within the State of Illinois and holding a current Best's Key Rating of A-VII or better. Contractor agrees to name GPMTD, its officers, officials, employees, and volunteers as additional insureds on General, Business Automobile and Excess or Umbrella liability policies by endorsement to the policies. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). Insurance policies shall be endorsed to give GPMTD 30 day's written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, GPMTD retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.~~

There shall be no exclusions for punitive damages in the General or Business Automobile policies. Complete, certified copies of all insurance policies applicable to this agreement will be sent to GPMTD within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by GPMTD. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to GPMTD. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of GPMTD or its representative.

Failure to provide the required insurance shall not relieve the Subcontractor of any liability the Prime contractor shall have under this agreement or at law.

~~Subcontractor's Liability~~ Any portion of the Work to be performed for Contractor by a Subcontractor shall be performed pursuant to an appropriate written subcontract between Contractor and Subcontractor. No subcontract shall relieve Contractor of its obligations under this agreement. Contractor shall remain responsible for all subcontracted Work, and Contractor shall be as fully liable to Owner for the acts and omissions of its Subcontractors, their agents, representatives, and persons directly or indirectly employed by them as it is for the acts and omissions of Contractor's own employees. Any subcontracts between Contractor and Subcontractor will obligate the Subcontractor to the Owner to the same extent as Contractor is obligated to the Owner. The Owner is a third-party beneficiary of such Subcontractor or Subcontractors and in that regard will have the same rights against the Subcontractor as the Contractor would have against the Subcontractor. Such subcontracts will specifically require that the Subcontractor will comply with the insurance provisions of this agreement for the benefit of the Owner, to the same extent that the Contractor is obligated to do so.

~~Primary Coverage~~ For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects GPMTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by GPMTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3-14.2 Required Coverages

Contractor and each of its Subcontractors shall adhere to the following provisions and in those respects shall maintain the following minimum insurance coverage. When the term "Each" is used it refers to the "Contractor" and any Subcontractors hired or engaged by the "Contractor" both separately and collectively.

- ~~A. **Commercial General Liability** (Occurrence Form), Each shall carry Commercial General Liability Insurance on ISO form CG 2010 (10 01) and CG 2037 (10 01) (or a substitute form providing equivalent coverage) which is in a form satisfactory to Owner. Either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:~~

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

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

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

~~Collision (\$5,000 Deductible – Maximum) _____ Actual Cash Value~~
~~In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GPMTD for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all physical damage deductibles to GPMTD owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.~~

~~C. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the GPMTD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the GPMTD.~~

~~D. **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.~~

~~**Workers Compensation Waiver** To the fullest extent permitted by law, Contractor expressly (a) waives the benefits, for itself and all subcontractors of the provisions of any applicable workers compensation law limiting the tort or other liability of any employer on account of injuries to the employer's employees, and expressly (b) assumes proportionate liability in that regard. Contractor also waives any rights and/or claims for subrogation and/or reimbursement by lien or otherwise for itself, and all Subcontractors to recover from GPMTD any amounts paid under any applicable workers compensation law by Contractor, any Subcontractor or their respective workers' compensation insurers.~~

3-14.1 Required Coverages

Contractor and each of its Subcontractors shall adhere to the following provisions and in those respects shall maintain the following minimum insurance coverage. When the term "Each" is used it refers to the "Contractor" and any Subcontractors hired or engaged by the "Contractor" both separately and collectively.

- A. **Financial Institutions Bond** Contractor shall add GPMTD as a covered party on their Financial Institutions Bond for the duration of the contract. The Aggregate Limit of Liability shall be no less than \$1,000,000
- B. **Cyber Insurance** Contractor will add GPMTD as a covered party on their cyber insurance for a value of no less than \$1,000,000
- C. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the GPMTD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the GPMTD.

SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

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

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

4-2 Eligibility for Award / Preliminary Proposal Review

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

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

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

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

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

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

4-3 Evaluation of Proposals

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

4-4 Scoring and Evaluation Criteria

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

by an evaluation team member as the best with regard to a particular criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

- Complete Response to all required responses 15%
- Ability to meet current and projected service requirements 20%
- Ability to provide numerous banking & investment management services 10%
- Best Earnings Credit Rate on required compensating balance 15%
- Best rate of interest paid on accounts 15%
- Best availability schedule for deposit items 10%
- Aggregate banking service cost, per identified activity and corresponding compensating balance 15%

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

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

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

4-5 Competitive Range

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

4-6 Negotiations

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

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

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

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

4-7 Contract Award

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

until a Contract is signed between the Proposer and GPMTD.

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

4-8 Execution of Contract and Notice to Proceed

The Proposer to whom GPMTD intends to award the Contract shall sign the Contract and return it to GPMTD. Upon authorization by GPMTD's Board of Trustees, or designee, the Contract will be countersigned. Upon receipt by GPMTD of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate. In the event the proposer is unable to execute an agreement within fifteen (15) after receipt of the notice to proceed, GPMTD has the right to select the next most qualified proposer or issue a new RFP.

4-9 Public Disclosure of Proposals

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

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

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

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

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

5-2 Notification of Delay

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

5-3 Request for Extension

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

5-4 Contract Changes

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

5-5 Instructions by Unauthorized Third Persons

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

Any instructions, written or oral, given to Contractor by someone other than GPMTD's General Manager or his/her authorized representative, which are considered to be a change in the Contract, will not be considered an authorized Contract change. Any action on the part of Contractor taken in

compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

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

5-7 Lack of Funds

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

5-8 Force Majeure

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

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

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

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

immediately notify GPMTD in writing of such condition.

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

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

5-10 Defective Work, Materials or Services

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

5-11 Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend GPMTD, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of GPMTD by or involving GPMTD, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against GPMTD for GPMTD's own negligence or fault.

5-12 Workers Compensation Waiver

To the fullest extent permitted by law, Contractor expressly (a) waives the benefits, for itself and all subcontractors of the provisions of any applicable workers compensation law limiting the tort or other liability of any employer on account of injuries to the employer's employees, and expressly (b) assumes proportionate liability in that regard. Contractor also waives any rights and/or claims for subrogation and/or reimbursement by listen or otherwise for itself, and all Subcontractors to recover from GPMTD any amounts paid under any applicable workers compensation law by Contractor, any Subcontractor or their respective workers' compensation insurers.

5-13 Applicable Law and Forum

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

5-14 Attorney Fees

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

5-15 State Officials and Employees Ethics Act

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

- The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Trustees, or other Greater Peoria Mass Transit District employees other than the designated procurement officer.

5-16 Conflicts of Interest and Non-Competitive Practices

1. 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 representative's hereafter acquires such a conflict of interest, is shall immediately disclose such interest to GPMTD and take action immediately to eliminate the conflict or to withdraw from this Contract, as GPMTD may require.
2. Contingent Fees and Gratuities – Contractor, by entering into this Contract with GPMTD to perform or provide work, services, or materials, has thereby covenanted:
 - a. 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
 - b. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of GPMTD or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

5-17 Conflicts of Interest – Current and Former Employees

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

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

5-18 Other Public Agency Orders

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

5-19 Severability

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

5-20 Non-waiver of Breach

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

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

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

5-22 Termination Provisions

1. **Termination for Convenience (General Provision)** The GPMTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs on work performed up to the time of termination. GPMTD will not be responsible for lost profits or contract closeout cost, if this contract is terminated for convenience. 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.
2. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the GPMTD may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

3. **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.

4. **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.
5. **Termination for Convenience of Default (Cost-Type Contracts)** The GPMTD may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the GPMTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GPMTD, or property supplied to the Contractor by the GPMTD. If the termination is for default, the GPMTD may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the GPMTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the GPMTD, the Contractor shall be paid a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. GPMTD will not be responsible for lost profits or contract closeout cost, if this contract is terminated for convenience.

6. **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.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the firm fixed prices agreed to by GPMTD. The Contract(s) issued by GPMTD may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes. Vendor shall provide GPMTD with all licenses required for GPMTD to use the software.

6-2 Contract Documents and Precedence

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

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

6-3 Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed. The contract shall be for (5) five years with (1) one additional (5) five year option. The option term shall be awarded at the sole discretion of Greater Peoria Mass Transit District and shall be made after mutual agreement.

GPMTD shall require a thirty (30) day transition period in the event that a new financial institution is awarded. Contract execution shall be no later than November 01, 2022 to ensure adequate time during the transition.

6-4 Payment Procedures

Refer to Section 2-8 Compensation.

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

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

payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

accounts-payable@ridecitylink.org (or)
Greater Peoria Mass Transit District
Accounts Payable
2105 NE Jefferson Street
Peoria, IL 61603

6-5 Advance Payment Prohibited

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

6-6 Prompt Payment to Subcontractors

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

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

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

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

6-7 Price Adjustments

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

6-8 Shipping Charges

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

6-9 Delivery Points

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

6-10 Summary Report

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

6-11 Warranty Provisions

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

6-12 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-13 Warranty Remedies

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

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

defect. In either case, GPMTD shall charge-back the cost for such warranty repair to Contractor.

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

6-14 Independent Status of Contractor

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

6-15 Notices

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

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

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

6-16 Non-Disclosure of Data

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

6-17 Non-Disclosure Obligation

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

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

6-18 Public Disclosure Requests

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

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

6-19 Ownership of Data

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

6-20 Patents and Royalties

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

6-21 Changed Requirements

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

6-22 Counterparts

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

6-23 Contractual Relationships

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

SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

7-1 Interest of Members of in Congress

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

7-2 Prohibited Interests

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

7-3 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.

7-4 Financial Assistance

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

7-5 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.

7-6 Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

7-7 Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

7-8 Ownership of Records and Government (IL) Inspection

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

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

7-9 Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. 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 contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. 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.

7-10 Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

7-11 Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights.

ATTACHMENT A – Vendor Checklist

(Verification that all necessary documents are included)

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

	<u>Vendor Check-Off</u>	<u>GPMTD Check-Off</u>
Cover Letter	_____	_____
Request for Proposal Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification/ Approved Equals	_____	_____
Attachment E: Indemnity and Insurance Requirements	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Firm Data Sheet	_____	_____
Attachment H: Prompt Payment Affidavit	_____	_____
Attachment I: Proposal Pricing Form	_____	_____
Acknowledge receipt of Exhibit A: Banking Services Bid Form	_____	_____
Acknowledge receipt of Exhibit B: GPMTD Investment Policy	_____	_____
Included Detailed Cost/Price Form	_____	_____
Included Detailed Cost/Price Form for additional services	_____	_____
Include Copy of Annual Financial Reports for past Three (3) Years	_____	_____

ATTACHMENT B – Proposal Affidavit

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

Signed: _____

Title: _____

Company Name: _____

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

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C – Addendum Page

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

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

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

Signature

Title

ATTACHMENT D – Request for Clarifications / Approved Equals

Date: _____

Proposing Company: _____

Section of the RFP: _____ Page Number: _____

Proposer's Request: _____

GPMTD Response: _____

Approved _____

Denied _____

Comments: _____

Signature: _____ Date: _____

ATTACHMENT E – Indemnity and Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Greater Peoria Mass Transit District (GPMTD). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by GPMTD.

2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor’s liability under this agreement. The full coverage and limits afforded under Contractor’s policies of Insurance shall be available to GPMTD and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to GPMTD.

3. Contractor shall furnish the GPMTD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to GPMTD before work begins. GPMTD reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend GPMTD, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns (“Indemnitees”), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys’ fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor’s employees or any Subcontractor’s employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon, use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of GPMTD by or involving GPMTD, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials, equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against GPMTD for GPMTD’s own negligence or fault.

II. INSURANCE

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

I have read and understand the above requirements and agree to be bound by them for any work performed for the GPMTD.

Authorized Signature: _____ Date: _____

Printed name: _____

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

Signed: _____

Company Name: _____

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

Notary Public: _____

My Commission expires _____, 20_____

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

ATTACHMENT G – Firm Data Sheet

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

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

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

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

ATTACHMENT H – Prompt Payment Affidavit

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

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

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

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

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

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

ATTACHMENT I – Proposal Pricing Form

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations.

Detailed cost information shall be attached and meet the requirements as described in the Proposal. Pricing shall be provided for the entirety of the contract. All additional services provided shall be provided in a separate pricing form.

ITEM	DESCRIPTION OF SERVICE	FEE YEAR 1	FEE YEAR 2	FEE YEAR 3	FEE YEAR 4	FEE YEAR 5
Management Fees						
Investment Service						
P-Card						
Remote Deposit						
ACH						
Wire Transfer						
Positive Pay						

ITEM	DESCRIPTION OF SERVICE	Option YEAR 1	Option YEAR 2	Option YEAR 3	Option YEAR 4	Option YEAR 5
Management Fees						
Investment Service						
P-Card						
Remote Deposit						
ACH						
Wire Transfer						
Positive Pay						

Signature

Company Name

Official's Title

Date

EXHIBIT A – BANK SERVICES BID FORM

This is a summary of services. ~~Analysis statements are available for more detail upon request.~~ The following charts indicates the annual transactions for BANKING Service:

SERVICE	MAIN ACCT (annual #)	OTHER ACCTS
Branch Deposits	1500	100
Desktop Deposit Items	N/A	N/A
Lockbox	N/A	N/A
Positive Pay	3000	50
ACH Transactions	500	60
Online Services (Alert Messaging)	DAILY	DAILY

The following chart indicates the ending balance for each account for the previous 12 months:

MONTH	MAIN ACCOUNT (in Million)	OTHER ACCTS
July 2021	14	0.5
August 2021	16.5	1.5
September 2021	17	1.4
October 2021	11.5	1.4
November 2021	9.2	1.3
December 2021	12.6	1.2
January 2022	11.6	1.2
February 2022	14	1.1
March 2022	12	1.4
April 2022	12	1.2
May 2022	12.4	1.2
June 2022	12.6	0.7

EXHIBIT B – INVESTMENT POLICY
INVESTMENT POLICY

of the
Greater Peoria Mass Transit District

SCOPE

This investment policy applies to all financial assets of the District. These funds are accounted for in the District's annual financial report and include the General Operating Fund, Restricted funds, Capital Development fund and any other funds that may be created from time to time. All transactions involving the financial assets and related activity of the foregoing funds shall be administered in accordance with the provisions of this policy.

Pooling of Funds

Except for cash in certain restricted and special funds, the District will consider consolidation of cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles in the United States of America.

OBJECTIVES

The primary objectives, in priority order, of investment activities involving the financial assets of the District shall be safety, liquidity and return:

1. Safety:

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Achieving this objective requires diversification so that potential losses on individual securities and/or financial institutions do not exceed the income generated from the remainder of the portfolio.

The objective will be to mitigate credit risk and interest rate risk.

- a. Credit Risk: Credit risk is the risk that an issuer of a debt security will not pay its par value upon maturity. The goal will be to minimize credit risk by:
 - Limiting investments to the types of securities identified in this Policy; and
 - Diversifying the Portfolio in accordance with this Policy, so that potential losses on individual securities will be minimized. Diversification reduces the risk that potential losses on individual securities might exceed the income generated from the remainder of the Portfolio.

- b. Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The goal will be to minimize interest rate risk by:
 - Structuring the Portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
 - Investing operating funds primarily in shorter-term securities, money markets, or similar investment pools.

2. Liquidity :

The District's investment portfolio shall remain sufficiently liquid to enable the District to meet all operating requirements which may be reasonably anticipated in any District fund. Maturities of investment of all funds except as noted below shall not exceed one year, unless a temporary extension of maturities is approved by the Board of Trustees. Maturities of investment of Capital Development and Restricted funds shall not exceed eight years. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools, which offer same-day liquidity for short-term funds.

3. Return of Investments:

The investment portfolio of the District shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the District's risk constraints, the cash flow characteristics of the portfolio and legal restrictions for investment of funds.

4. Maintaining the Public's Trust:

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the District.

5. Prudence :

Investment shall be made with the judgment and care normally undertaken by, persons of prudence, discretion and intelligence in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" and shall be applied in the context of managing an overall portfolio.

Investment Instruments

The District may invest in any type of security allowed by Illinois law, notably 30 Illinois Compiled Statutes 235. A summary of the allowable instruments are:

1. Savings account
2. Now, Super Now and Money Market Accounts
3. Commercial Paper - issuer must be a U.S. Corporation with more than \$500 million in assets, rating must be within three (3) highest classifications by two standards rating services, must mature within 180 days of purchase and such purchase cannot exceed 10% of the corporations' outstanding obligations.
4. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act (Illinois Funds);
5. Money Market Mutual Funds - registered under the Investment Company Act of 1940, provided the portfolio is limited to bonds, notes, certificates, treasury bills, or other securities which are guaranteed by the federal government as to principal and interest. These funds must state in their prospectus that they are funds which maintain a stable net asset value per share of one dollar. The only FNMA (Federal National Mortgage Association) held by the mutual fund shall be short term discount obligations. Longer term obligations of FNMA are not permitted by the fund.
6. Repurchase Agreements - collateralized by the full faith and credit U.S. Treasury securities.
7. Certificates of Deposit and Time Deposits
8. Constituting direct obligations of any bank as defined by the Illinois Banking Act and only those insured by the FDIC.

1. Legally issuable by savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States.
2. Bonds, notes, certificates of indebtedness, Treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America as to principal and interest.
3. Obligations of U.S. Government agencies which are guaranteed by the full faith and credit of the United States Government.
4. Short term discount obligations of the Federal National Mortgage Association (FNMA).
5. Insured accounts of credit unions whose principal office is in Illinois.
6. Various tax-exempt securities.
7. Illinois Metropolitan Investment Fund (IMET);
8. Illinois Trust (formerly Illinois Institutional Investors Trust), IIIT Class;
9. Any other investment permitted by Illinois statute

Investment Guidelines

Repurchase Agreements

The District shall periodically review its repurchase agreement activity compliance with State law. Repurchase agreements shall be consistent with GFOA (Government Finance Officers Association) Recommended Practices on Repurchase Agreements.

Diversification

It is the policy of the District to diversify its investment portfolio. Investments shall be diversified to minimize the risk of loss resulting in over concentration in a specific maturity, issuer, or class of securities.

Investment shall be diversified by:

- Limiting investments to avoid over-concentration in securities from a specific issuer;
- Investing in securities with varying maturities;
- Investing a portion of the Portfolio in readily available funds such as bank cash management accounts, money market funds, Illinois Funds, or IMET Convenience Fund to ensure liquidity is maintained to meet ongoing obligations.

With the exception of U.S. Treasury and U.S. agency securities, as well as Illinois Funds, IMET, and Illinois Trust no more than 90% of the District's total investment portfolio will be invested in a single security type and no more than 60% of the District's total investment portfolio will be invested with a single financial institution.

Diversification strategies shall be determined and revised periodically by the Finance Committee and approved by the Board of Trustees.

Collateralization

1. It is the policy of the District to require that time deposits in banks and S&Ls in excess of FDIC (Federal Deposit Insurance Corporation) insurable limits be secured by some form of collateral to protect public deposits in a single financial institution if it were to default due to poor management or economic factors.

The amount of collateral provided will not be less than 105% of the market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured shall be reviewed monthly and additional collateral will be requested when the ratio declines below the level required.

2. Safekeeping of Collateral

- a) Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:
 1. A Federal Reserve Bank or its branch office
 2. At another custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved.
 3. By an escrow agent of the pledging institution.

- b) Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement, custody or account agreement.

- c) Substitution or exchange of securities held in safekeeping can be done without prior written notice of the District provided the market value of the replacement securities are equal or greater than the market value of the securities being replaced. The District will be notified in writing of all substitutions.

Safekeeping of Securities

- 1. Third party safekeeping is required for all securities. To accomplish this, the securities can be held at the following locations:
 - a) Federal Reserve Bank or its branch office
 - b) At another custodial facility- generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved
 - c) By an escrow agent of the pledging institution
 - d) A financial institution on the Illinois State Treasurer's approved list of safekeeping banks. e) A brokerage account with SIPC (Securities Investor Protection Corporation) in excess of 105% of account market value.

- 2. Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement custody or account agreement.

Qualified Financial Institutions

- 1. Depositories - Demand Deposits
 - a) Any Financial Institution selected by the District shall provide normal banking services, including, but not limited to: checking accounts, wire transfers, purchase and sale of U.S. Treasury securities and safekeeping services.
 - b) The District will not maintain funds in any financial institution that is not a member of the FDIC system unless banking services are provided by a brokerage account which provides equivalent protection through the use of SIPC insurance and depository

agreements with clearing banks which collateralize funds as they proceed through the banking system. In addition, the District will not maintain funds in any institution that is not willing or capable of posting required collateral for funds in excess of FDIC insurable limits.

- c) To qualify as a depository, a financial institution must furnish the Treasurer or the Treasurer's Agent with copies of the latest two statements of condition which it is required to furnish to the Director of Financial Institutions or to the comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statement to the Treasurer or the Treasurer's Agent within 45 days of the end of each year.
- d) Fees for banking services shall be mutually agreed to by an authorized representative of the financial institution and the Director of Finance on an annual basis. Fees for services shall be substantiated by a monthly account analysis and shall be reimbursed by means of compensating balances, direct payment or a combination of the two.
- e) All financial institutions acting as a depository for the District must enter into a written agreement with the District agreeing to these terms.

1. Banks and Savings and Loans - Certificates of Deposit

Any financial institution from whom the District will directly purchase certificates of deposit must meet the following requirements:

- a) Shall provide wire transfer and safekeeping services
- b) Shall be a member of FDIC system and shall be willing and capable of posting required collateral for funds in excess of FDIC insurable limits.
- c) To qualify as a depository, a financial institution must furnish the Treasurer or the Treasurer's Agent with copies of the latest two statements of condition which it is required to furnish to the Director of Financial Institutions or to the Comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statements to the Treasurer or the Treasurer's Agent within 45 days of the end of each quarter.

2. Sixty Percent Rule

The amount of funds deposited and/or invested in a financial institution shall not exceed 60% of the capital stock and surplus of such institution unless collateral security has been pledged, in which case the amount of such deposits and/or investment shall not exceed 75%.

Management of Program

1. Oversight responsibility of the Investment Program shall reside in the **Finance Committee**

which shall consist of the following individuals:

- a) Treasurer
 - b) General Manager
 - c) Director of Finance
 - d) Any other individual so appointed by the Chairman of the Board of Trustees
2. Investment recommendations shall be developed by the Finance Committee to be approved by the Board of Trustees on at least a quarterly basis.
 3. Once approved by the Board of Trustees, any of the above named members of the Finance Committee are authorized to execute the approved investment(s) or its nearest equivalent if the original is no longer available. This authorization allows the individual to purchase and sell investments, authorize wire transfers, authorize the release of pledged collateral, and to execute any documents required under this policy.
 4. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in any investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.
 5. The wording of agreements necessary to fulfill the investment responsibilities is the responsibility of the Director of Finance who shall periodically review them for the consistency with District policy and State law and who shall be assisted in this function by District legal counsel. These agreements include but are not limited to:
 - a) Master Repurchase Agreement
 - b) Wire Transfer Agreement
 - c) Depository Agreement

- a) Safekeeping Agreement
- b) Custody Agreement
- c) Account Agreement

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the District any material financial interests in financial institutions that conduct business with the District, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the District's portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

Indemnification

Investment officers and employees of the District, acting in accordance with this Investment Policy and written procedures as have been or may be established, and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market changes.

Reporting

- Quarterly: The Director of Finance shall ensure that the Portfolio is reviewed to determine its general performance and effectiveness in meeting the Objectives.
- Annually: The Comprehensive Annual Financial Report of the District shall include all investment information and disclosures required by accounting principles generally accepted in the United States of America as promulgated by the Government Accounting Standards Board

Amendment

This policy shall be reviewed from time to time and revisions shall be presented to the Board of Trustees for their approval.

In the event that any state or federal legislation or regulation should further restrict instruments, institutions or procedures authorized by this Policy, such restrictions shall be deemed to be immediately incorporated in this Policy. If new legislation or regulation should liberalize the permitted instruments, institutions or procedures, such changes shall be available and included in this Policy only after written notification to the Board and their subsequent approval of said changes.

legislation and Documentation

The District's investment program shall comply at all times with the Illinois Public Funds Investment Act {30 ILCS 235/1 *et seq.*} and other state laws governing the investment of public funds, as amended from time to time. In the event of any conflict between this Policy and the Illinois Public Funds Investment Act and other state laws, the provisions of the Illinois Public Funds Investment Act and other state laws shall control.

The General Manager and Director of Finance will maintain a list and are hereby authorized to deposit District monies, in accordance with 65 ILCS 5/3.1-35-50 in financial institutions. The General Manager and Director of Finance shall review this list from time to time and shall submit any modifications thereto to the Board for approval. The General Manager and Director of Finance shall be discharged from responsibility for all funds or money the General Manager and Director of Finance deposits in a designated financial institution while the funds and money are so deposited.

Adoption

Adopted by the Board of Trustees (Resolution #97-016): 06- 23- 1997

Amended 11-9-2015



Joan Krupa, Secretary
GPMTD Board of Trustees