

# REQUEST FOR PROPOSALS

Issue Date: October 23, 2015

Title: Video Surveillance Security System  
RFP #2015-02

Issuing and Using Agency: Greater Peoria Mass Transit District (GPMTD)  
Attn: Procurement Administrator  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587

Proposals for furnishing the services described herein will be received until 5:00 p.m. local time on November 30, 2015.

All inquiries for information should be directed to: GPMTD at the address listed above, or by phone at (309) 679-8184.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO: GREATER PEORIA MASS TRANSIT DISTRICT, ATTENTION: PROCUREMENT ADMINISTRATOR, 2105 NE JEFFERSON AVENUE, PEORIA, ILLINOIS 61603-3587. The RFP 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: \_\_\_\_\_

Street: \_\_\_\_\_ By: \_\_\_\_\_  
*(Signature in Ink)*

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Name: \_\_\_\_\_  
*(Please Print)*

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

Fax Number: (\_\_\_\_) \_\_\_\_\_ FEIN/SSN Number: \_\_\_\_\_

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

DISADVANTAGED BUSINESS ENTERPRISE: ( ) YES ( ) NO

**PRE-PROPOSAL CONFERENCE: Pre-Proposal Conference will be held on November 13, 2015 at 2:30pm**

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## DEFINITIONS 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, signed documentation of GPMTD's determination that the Contractor's Work expressly specified therein 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 Statement of Work.

Advance Reservation: Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

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, resolve contractual issues, and support the Project Manager during Contract performance.

Certification: The term generally refers to the award of eligibility status to an applicant who has applied to use ADA paratransit service.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Statement 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.

Conditional Eligibility: ADA Paratransit Eligibility, which is granted to an individual during, specified personal, environmental or seasonal conditions.

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

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GPMTD for the performance of Services or Work under the Contract. This term shall signify the vendor selected and under contract with GPMTD to provide paratransit transportation services.

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 performance of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration, reports, and technical guides, delivered by the Contractor to GPMTD.

DOT: The U.S. Department of Transportation.

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

Federal Transit Administration (FTA): A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to local and regional transportation agencies, among various other programs.

GPMTD: The Greater Peoria Mass Transit District.

Holidays: The official Transit Service holidays are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, the GPMTD may direct a reduced level of services on unofficial holidays and during holiday periods.

Illinois Department of Transportation Division of Public and Intermodal Transportation (IDOT): A branch of the Illinois Department of Transportation established to improve transportation throughout the State. IDOT provides funding and assistance to local transportation agencies.

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 will approve orders, receipts, and invoices and document the Contractor's performance, but has no contracting authority. This Person may be the Project Manager.

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

Proposer/Bidder or Offeror: Individual, association, partnership, firm, company, corporation, limited liability company 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 are 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 goods.

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, limited liability 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 Statement 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.



## **SECTION 1 INSTRUCTIONS TO PROPOSERS**

### **1-1 Introduction**

The GPMTD is the primary public transportation provider for the greater Peoria region. The GPMTD is a municipal corporation within the State of Illinois. Currently, GPMTD operates twenty (20) fixed routes that provide transit services within the City of Peoria, the City of East Peoria, the City of Pekin, the Village of Peoria Heights, and West Peoria Township – a service area that produces over three million (3,000,000) passenger rides annually.

### **1-2 Purpose**

GPMTD is requesting sealed proposals from qualified companies for the design, acquisition and installation a new Integrated Video Surveillance Security System for its three (3) GPMTD facilities in the Peoria area: the Transfer Center on SW Adams St., the Maintenance Buildings and the Administrative Building both located on NE Jefferson Avenue.

### **1-3 Proposal Submission**

In a single, sealed package, the Proposer will submit one (1) original proposal with the originals of all required certifications and affidavits, one (1) electronic copy of the proposal and required certifications and affidavits, and four (4) hard copies of the technical proposal for the evaluation committee. Oversize pages used for drawings or similar purposes are allowed. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (A) on top. The package containing the proposal must be clearly marked with the words "Proposal for Video Surveillance System RFP #2015-02" and the time and date proposals are due.

If no proposal is to be submitted, do not return the solicitation unless otherwise specified. A letter should be sent to the GPMTD Procurement Administrator advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify GPMTD that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by solicitations.

### **1-4 Postponement or Cancellation of Request for Proposals**

GPMTD reserves the right to cancel, amend, or re-issue 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.

### **1-5 Proposal Signature**

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the Proposer to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to GPMTD.

### **1-6 Addenda**

Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each Proposer's submittal.

## 1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	October 23, 2015
Walk-throughs (scheduled)	November 9-13, 2015
Pre-proposal conference @ 2:30 p.m.:	November 13, 2015
Deadline for clarification/changes to the RFP and requests for approved equals:	November 18, 2015
Deadline for responses to questions and approved equals:	November 25, 2015
Proposals due by 5:00 p. m.	<del>November 30</del> December 14, 2015
Evaluation of proposals by Selection Committee and possible interviews:	December <del>1-11</del> 15-30, 2015
Recommend Award at Board Meeting:	January <del>14</del> February 8, 2016
Contract Award/Contract signing:	NLT <del>January 30</del> February 28, 2015 (estimate)

## 1-8 Pre-Proposal Conference

There will be a pre-proposal conference on November 13, 2015 at 2:30 pm at GPMTD's Administrative Building at 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. At this meeting, Proposers will also be given the opportunity to ask questions about the project. GPMTD is also conducting a site visit/walk-through for all interested proposers to familiarize themselves with all conditions that may affect the time or cost of performance. These meetings are conducted so it will not be necessary later on for Proposers to make a subsequent claim, or request a contract modification, because of facts not known when the proposal was submitted. It is strongly recommended that Proposers submit all questions in writing prior to or at the pre-proposal conference.

## 1-9 Inquiries

The Proposer is required to show on all correspondence with GPMTD the following: "Proposal for Video Surveillance System". Any communication with GPMTD should be written and directed to: Procurement Administrator, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. Written communication may also be forwarded via facsimile to (309) 676-8373 or email to mduval@ridecitylink.com. Correspondence will not be accepted by any other party.

## 1-10 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, etc., must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before date set to receive proposals) for a reply to reach Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, Scope of Work, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but 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 GPMTD.

#### **1-11 Approved Equal**

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

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

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

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

#### **1-12 Examination of RFP and Contract Documents**

Proposers are expected to examine the Statement of Work required, specifications, and schedules, and all instructions to provide services of first quality. Failure to do so will be at the Proposer's risk. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by the Contractor or vendor in the omission of any part or detail, which goes to make the services complete.

The submission of a proposal shall constitute an acknowledgment upon which GPMTD may rely that the Proposer has thoroughly examined and is familiar with the solicitation, 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 that is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions, will be allowed.

#### **1-13 Cost of Proposals**

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

#### **1-14 Samples**

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

## **1-15 Modification or Withdrawal of Proposals Prior to Submittal Date 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.

## **1-16 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 procurement 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. Other changes or entries made by the Proposer must be initialed by the person signing the proposal.

## **1-17 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 a 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.

## **1-18 Proposal Requirements**

Proposals shall contain the following items and follow the exact sequence outlined below:

A. 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 - subcontractor, if applicable.
3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

- B. RFP Cover Page and Attachments A – Q
- C. Notice of Exception (if none, note accordingly)
- D. Vendor Certifications

**1-19 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 G). 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.

**1-20 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 taxes, and Illinois sales tax. Proposers will not include these taxes in their 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 Proposer will not change for a period of ninety (90) calendar days, beginning from the date the proposal is opened.

**1-21 Rejection of Proposals**

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

**1-22 Exclusionary or Discriminatory Specifications**

GPMTD agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any federal assistance awarded by the Federal Transit Administration (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.

**1-23 Protests by Proposers**

GPMTD will hear and consider a bona fide protest regarding its procurement actions in accordance with the following procedures. Due to the significantly reduced role of the Federal Transportation Administration (FTA) in RFP protests, as described in this section, it is anticipated that the majority of

all protests will be evaluated and finally decided by GPMTD. Accordingly, GPMTD intends to provide a thorough review of all bona fide RFP protests. GPMTD's primary concern, however, is the timely procurement of needed capital equipment, supplies, and/or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature. Before filing a formal protest, Proposers are encouraged to first exhaust all alternative methods of resolving the procurement issue by contacting GPMTD informally.

Any Proposer may file a protest with GPMTD on the basis that GPMTD has failed to comply with applicable federal or state law or with any material terms of the RFP. The protest must include:

1. The name and address of the protesting party.
2. Identification of the Contract solicitation.
3. A statement of the grounds for the protest, and in particular the federal or state law or material terms of the RFP alleged to have been violated. This statement should be accompanied by any supporting documentation that the protesting party desires GPMTD to consider in making its decision.
4. Protests should be submitted to the General Manager of the Greater Peoria Mass Transit District, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587.

Any protest regarding the solicitation by GPMTD must be filed no later than five (5) days after the Pre-proposal Conference. Any protest filed after that date which raises issues regarding the solicitation will not be considered by GPMTD. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that GPMTD failed to follow the material terms of the solicitation process in the RFP.

The evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the Contract is made. Therefore, any protest regarding the evaluation of proposals and/or award of the Contract must be filed with GPMTD no later than five (5) days after the date of Contract award. Any protest filed after such date which raises issues regarding the RFP evaluation or award of the Contract will not be considered by GPMTD. This type of protest would include, among others, any challenge to determinations by GPMTD of the responsiveness of a proposal or the responsibility of a Proposer, any claim that the evaluation of proposals violated federal or state law or the material terms of the RFP, or any claim that the party awarded the Contract fraudulently represented itself as a responsible bidder.

GPMTD will not consider any protest which is insufficiently supported, does not include the aforementioned required information, or is not received within the specified time limits.

#### **1-24 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.

#### **1-25 Disadvantaged Business Enterprise (DBE) Participation**

For Proposers to receive credit for the use of a DBE, the proposed DBE must be certified by the Illinois Unified Certification Program (IL UCP) prior to submission of the proposal. It is the policy of

GPMTD that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have a level playing field to compete fairly for DOT-assisted contracts. The Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the Contractor intends to subcontract a portion of the services on the project, Contractor is encouraged to contact DBE's to solicit their interest, capability, and qualifications.

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

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

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

[www.dot.state.il.us](http://www.dot.state.il.us)  
[www.egov.citychicago.org](http://www.egov.citychicago.org)  
[www.transitchicago.com](http://www.transitchicago.com)  
[www.pace.com](http://www.pace.com)  
[www.Metrorail.com](http://www.Metrorail.com)

A DBE must meet all certification requirements prior to Contract execution, in order to be considered for inclusion in this Project. Pending approvals will not be acceptable.

- C. Good-Faith-Effort – If the Contractor is not successful in contracting with a certified DBE, the Contractor must comply with the requirements of 49 CFR Part 26 in documenting the Contractor's good-faith-efforts to secure such subcontractors. This requirement is further described in Attachment J, and will necessitate the completion of one (1) or more of Attachments K, L, and M.
- D. GPMTD's DBE Program – For information about GPMTD's DBE Program, firms may contact:

Cathy Worlow  
Director of Administration  
(309) 679-8150  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587



## **SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD**

### **2-1 General**

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

Proposers 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 Committee may re-evaluate the proposals of those firms interviewed. GPMTD expects all Proposers to fully cooperate with its evaluation process.

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

In order to be eligible for award, Proposers must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Proposers are those prospective Contractors who, at a minimum, must:
  - 1. Have adequate financial resources, as required, during performance of the Contract.
  - 2. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  - 3. Have a satisfactory record of past performance.
  - 4. Have necessary technical capability to perform.
  - 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
  - 6. Are qualified providers of the services being offered.
  - 7. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **2-3 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 Evaluation Committee member, will be added together, and each Proposer will be ranked in numerical sequence, from the highest to the lowest score.

### **2-4 Scoring and Evaluation Criteria**

Proposals will be evaluated individually by GPMTD, and will be based on the Statement of Work, provided by the Proposer as prescribed in Section 8 of this RFP, and any addenda thereto, as well as



the minimum requirements of the components, warranty, service, support, and other deliverables of this procurement.

The award of this Contract shall be made to the Proposer whose proposal, in the opinion of the GPMTD Board of Trustees, best meets the established criteria listed herein.

GPMTD is seeking the highest quality, most professional products and services available. While cost is certainly a very important factor in this procurement; it will not be the sole basis on which proposals are evaluated. As such, the following criteria have been established by which all proposals will be evaluated:

- Technical / Project Approach (35%)
- Capabilities of the Firm / Company and Staff (30%)
- References and Sub-Contractors (10%)
- Price (20%)
- DBE Participation (5%)

Technical Proposal / Project Approach (35%) – This criterion will consider the overall methodology for providing the minimum required scope of work services being proposed, to include how these products and services will be provided, and the Proposer’s ability to meet the needs of GPMTD for the desired services. This category will also consider the Proposer’s ability to meet or exceed the Scope of Work requirements and objectives provided. GPMTD welcomes suggestions or enhancements to the requirements outlined in the RFP Scope of Work but the suggestions, enhancements, and other services must meet minimum requirements as outlined in this RFP solicitation.

Capabilities of the Firm or Company and Staff (30%) - Professional personnel assigned to the project will be measured by experience and education, with particular reference to experience on similar projects as that described in the RFP. Also, the Proposer’s ability to complete work in a timely manner, the size of the firm relative to the size of the project, the physical and financial resources of the Proposer, the proposed project staff resources, and the proposed use of subcontractors.

References and Sub-Contractors (10%)

Under this criterion, the performance and reference history of the Proposer, and the sub-contractor relationships (including certified DBE participation, if any) will be reviewed. The Proposer’s history in providing similar video surveillance systems as described in the Scope of Work is a necessary element of any proposal.

Price (20%) - Price is an important determinant for award, but not the sole consideration. Price shall be evaluated on its overall relationship to being the most advantageous and favorable for GPMTD. Prompt payment discounts offered to GPMTD for paying within 10 days of receipt of invoice will also be considered.

Disadvantaged Business Enterprise Participation (5%) - This criterion considers the Proposer’s compliance with and responsiveness to GPMTD’s establishment of a ten percent (10.0%) goal for Disadvantaged Business Enterprise (DBE) participation for this contract. A proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The Proposer will be evaluated on its proposed DBE participation, consistent with and pursuant to Section 1-25 hereof and the DBE requirements in Section 1, Instructions to Proposers, of 49 CFR Part 26. The Proposer must submit all documentation referenced in Attachments J – M hereto with the Proposal. If the Proposer fails to do so, its bid may be deemed non-responsive and may be rejected.

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. The proposal receiving the highest total weighted score shall be deemed the proposal, in the opinion of the

Evaluation Committee, that 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 Committee member as the best with regard to a particular criterion will receive the maximum number of points for that criterion.

Completeness of all Certifications and Assurances must all be in bid packet, filled out and complete in order to be included in the Proposal Evaluation Criteria.

Documentation is requested to support each proposal submitted. Proposers must submit all certificates, even if the information submitted isn't complete or if based on estimates. A range of costs or other estimated figures should be provided and noted as estimates or otherwise, if more precise figures are not available.

Unless a Proposer's responsibility can be verified and documented, the Evaluation Committee must make a negative determination. There must be a positive judgment that the Proposer will perform the contract in the timeframe required and in complete compliance with its terms.

The Evaluation Committee will take measures to determine each Proposer's technical performance capability under the terms of the proposed contract. Its efforts may include:

- A. An evaluation of data on hand;
- B. An evaluation of the data from other agencies; and
- C. Any combination of the above.

The contract goal for DBE participation for this procurement is ten percent (10%). DBE participation is not mandatory, but the Contractor will be required to make a good-faith effort to utilize DBE subcontractors. If a portion of the services is to be subcontracted to a DBE, the Contractor must submit the information that is requested in Subsection 1-25-C for each subcontractor. This good-faith effort must be documented as part of the Contractor's proposal.

GPMTD will not be liable for any expense incurred in the preparation of the proposals. GPMTD shall be under no obligation to return any response to this RFP or other material submitted as a result of this RFP.

## **2-5 Competitive Range**

The evaluation of proposals may result in reductions of the number of proposals that remain in a 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, interviews, Best and Final Offers, or negotiations.

## **2-6 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 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 with one (1) or more Proposers to finalize

contract terms and conditions. In the event negotiations are not successful, GPMTD may initiate negotiations with another Proposer or other Proposers, or reject all 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.

## **2-7 Single Proposal Response**

If only one proposal is received in response to the RFP, a detailed cost proposal and analysis of three (3) 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 evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

## **2-8 Contract Award**

Contract award, if any, will be made by GPMTD's Board of Trustees, after independent review and evaluation of the proposals and the Evaluation Committee's rankings and recommendations, to the responsible Proposer whose proposal 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 by Proposer and GPMTD.

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

## **2-9 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, a Contract will be accepted and executed. Upon receipt by GPMTD of any required documentation and submittals by Contractor, a Notice to Proceed may be issued, if appropriate.

## **2-10 Public Disclosure of Proposals**

GPMTD is subject to the Illinois Freedom of Information Act (FOIA). 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 Contract award and/or the selection process has been fully 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 exclusive 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 3**

### **STANDARD CONTRACTUAL TERMS & CONDITIONS**

#### **3-1 Administration**

This Contract is between GPMTD and the Contractor, who will be responsible for 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 Statement of Work has not been written with this intent.

The 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 shall be monitored and reviewed by GPMTD's Procurement Administrator and/or other designated supervisor or agent. Reports and data required to be provided by Contractor shall be delivered to the Procurement Administrator and/or other designated supervisor or agent. Questions by the Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be initially addressed to the Procurement Administrator and/or other designated supervisor or agent for response.

#### **3-2 Notification of Delay**

The Contractor will notify GPMTD's Procurement Administrator and/or other designated supervisor or agent as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five (5) business days, the Contractor will confirm such notice in writing, furnishing as many details as is available.

#### **3-3 Request for Extension**

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by GPMTD's Procurement Administrator and/or other designated supervisor or agent to make a decision on any request for extension. GPMTD's Procurement Administrator and/or other designated supervisor or agent will examine the request and any documents supplied by the Contractor, and will determine if the Contractor is entitled to an extension, and the duration of such extension. GPMTD's Procurement Administrator and/or other designated supervisor or agent will notify Contractor of the decision in writing. It is expressly understood and agreed that the 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.

#### **3-4 Contract Changes**

Any proposed change in the Contract will be submitted to GPMTD for its prior written approval, and GPMTD will make the agreed upon change(s), if any, by a Contract Amendment. GPMTD may, at any time by written order, and without notice to the sureties, make changes within the general scope of this Contract. No verbal order or other conduct by GPMTD will constitute a Contract Amendment, unless confirmed in writing by GPMTD.

If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this Contract, an equitable adjustment will be made, at the sole discretion of GPMTD, in the Contract price, or delivery schedule, or both, and the Contract will be modified in writing accordingly. Every Contract Amendment may require a cost/price analysis to determine the reasonableness of the proposed change.

Any claim by Contractor for adjustment under this clause must be asserted within fourteen (14) calendar days from the date of receipt by Contractor from GPMTD of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. GPMTD may require additional supporting documents and cost or price analysis to determine the validity of the claim/request.

No claim by Contractor for an equitable adjustment hereunder will be allowed, if asserted after final payment under this Contract. No claim will be allowed for any costs incurred more than twenty (20) calendar days before Contractor gives written notice, as required in this section.

### **3-5 Change Order Procedure**

- A. Contract Changes: Any change in this Contract proposed by Contractor shall be submitted to GPMTD's Procurement Administrator and/or other designated supervisor or agent for approval.
- B. Written Change Orders/Contract Amendments: Verbal Contract Amendment are not permitted nor enforceable. No change in this Contract shall be made unless GPMTD's GM or his/her designated representative gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by GPMTD's GM or his/her designated representative.
- C. Change Order/Contract Amendment Procedure: Within fifteen (15) calendar days after GPMTD's receipt of the written request to modify the Contract, the Contractor shall submit to GPMTD's Procurement Administrator and/or other designated supervisor or agent a detailed price and schedule proposal for the work to be performed. This proposal may be accepted or modified by negotiations between the Contractor and GPMTD's Procurement Administrator and/or other designated supervisor or agent. If mutually agreed upon, a detailed modification shall be executed in writing by both parties.
- D. Price Adjustment for Regulatory Changes: If price adjustment is indicated, either upward or downward, it shall be negotiated between GPMTD and Contractor for changes that are mandatory, as a result of legislation or regulations that are promulgated and become effective between the date of proposal opening and the date of contract performance. Such price adjustment may be modified, where required.

### **3-6 Instructions by Unauthorized Third Persons**

In accordance with Subsection 3-4, Contract Changes, of the solicitation, GPMTD's GM 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 the Contractor by someone other than GPMTD's GM or his/her authorized representative, which are inconsistent with the Contract, shall not constitute an authorized Contract change. Any action on the part of the Contractor, taken in compliance with such instructions, will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

### **3-7 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 proposal 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 proposal 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 proposal 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 proposal. Contract amendments or modifications will be subject to a cost analysis.

### **3-8 Termination**

#### **A. Termination for Convenience**

The performance of work under this Contract may be terminated by GPMTD in accordance with this clause in whole, or from time to time, in part, whenever GPMTD shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by GPMTD's GM, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as if not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Assign GPMTD, in the manner at the times, and to the extent directed by GPMTD's GM, all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case GPMTD shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of GPMTD's GM, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause; and
6. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination, and take such action as may be necessary, or as GPMTD's GM may direct, for the protection or preservation of the property related to this Contract, which is in the possession of Contractor and in which GPMTD has or may acquire an interest. Settlement of claims under this Termination for Convenience clause shall be in accordance with Paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR) Part 52, Subpart 52.249-2, except that wherever the word "Government" or "Contracting Officer" appears, it shall be deleted and the words "GPMTD TRANSIT SYSTEM" shall be substituted in lieu thereof.



## B. Termination for Breach or Default

GPMTD may, by written Notice of Default to Contractor, terminate the whole or any part of this Contract, if Contractor fails to perform the services within the time specified herein or any extension thereof; or Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) business days (or such longer period as GPMTD may authorize in writing) after receipt of notice from GPMTD specifying such failure.

If the Contract is terminated in whole or in part for default, GPMTD may procure, upon such terms and in such manner as GPMTD may deem appropriate, services similar to those so terminated. Contractor shall be liable to GPMTD for any excess costs for such similar services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

In the event of any termination, GPMTD shall pay the agreed rate only for services delivered up to the date of termination. GPMTD has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment, and materials to GPMTD within five (5) business days of the date of termination. GPMTD may withhold from these amounts any sum GPMTD determines to be necessary to protect GPMTD against loss, because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Contract is served under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for convenience of GPMTD hereunder.

The rights and remedies of GPMTD provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

## C. 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.

### **3-9 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.

### **3-10 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 causing the inability to perform the requirements of this Contract. Any delay, other than those mentioned above, shall constitute a breach of Contractor's contractual obligations.

### **3-11 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. The Contractor shall secure, and at all times maintain, any and all such valid licenses and permits as may be required to provide the services 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.

The 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 its 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 any company submitting a proposal 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.

### **3-12 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 the Contractor. Within seven (7) calendar days of receiving such written notification, the 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 the Contractor at the 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.

### **3-13 No Waiver of Warranties or Contractual Rights**

Conducting of tests and inspections, payment for a service, or acceptance of a service by GPMTD shall not constitute a waiver, modification, or exclusion of any express or implied warranty, or any right under this Contract or in law.



### **3-14 Assignment**

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

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

### **3-15 Indemnification and Hold Harmless**

To the maximum extent permitted by law, and except to the extent caused by the sole negligence of GPMTD, Contractor shall indemnify, defend, and hold harmless GPMTD, their appointed officials, officers, officials, agents, and employees, from and against any and all claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever arising out of, in connection with, or incident to the services provided by or on behalf of Contractor. In addition, Contractor shall, at GPMTD's option, assume the defense of GPMTD and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by GPMTD on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against GPMTD by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects GPMTD only, under any industrial insurance act, other than the Worker's Compensation Act, the Disability Benefit Act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless GPMTD, their appointed officials, officers, officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of, or in connection with, Contractor's provision of services under this Contract. Notwithstanding anything provided in this Subsection, GPMTD retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including reasonable attorney's fees, expert witness fees, and court costs.

### **3-16 Applicable Law and Forum**

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the laws of the State of Illinois. Any actions arising heretofore shall be filed in the County of Peoria.

### **3-17 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.

### **3-18 Conflicts of Interest and Non-Competitive Practices**

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

### **3-19 Disputes, Claims, and Appeals**

Contractor shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Procurement Administrator within ten (10) calendar days of the date in which Contractor knows or should know of the question or claim. The Procurement Administrator will ordinarily respond to Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the Procurement Administrator.

In the event Contractor disagrees with any determination or decision of the Procurement Administrator, Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the General Manager or Chairperson of the Board of Trustees. Such written Notice of Appeal shall include all documents and other information necessary to substantiate the appeal. The General Manager, Board of Trustees or other designated individual, as determined in the sole discretion of GPMTD, will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to General Manager or Chairperson of the Board of Trustees shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between GPMTD and Contractor that are not resolved through the aforementioned appeal process, or through alternative dispute resolution pursuant to Paragraph 3-20 below, will be decided pursuant to Paragraph 3-16 above.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Procurement Administrator and/or the individual making the decision in the aforementioned appeal process. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to GPMTD.

### **3-20 Mediation and Arbitration**

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to arbitration, but are not required to do so. Nothing in this paragraph precludes any Party from seeking further relief, once the required alternative dispute resolution efforts have failed.

### **3-21 Reports, Record Retention, Audit Access, and Proof of Compliance with Contract**

- A. Reports: The Contractor agrees to provide to the GPMTD those reports required by the U.S. DOT's grant management rules and any other reports the federal government may require. Additionally, the Contractor shall back up all electronic operations and maintenance data on a daily basis, and shall transmit this information to the GPMTD at least weekly. The information shall be provided in an operating system language and software program that is compatible with the GPMTD's information technology system. The actual data tables and reports to be supplied by the Contractor shall be determined prior to Contract execution.
- B. Record Retention: The Contractor agrees that, during the course of the Project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the federal government may require for the Project.
- C. Audit Access:
  - 1. Federal, state, local, or GPMTD auditors shall have access to Contractor's and its subcontractors' records for the purpose of inspection, cost or price analysis, audit, or other reasonable purposes related to this Contract. Federal, state, local, or GPMTD auditors shall have access to records and be able to copy such records during Contractor's normal business hours. Contractor shall provide proper facilities for such access, inspection, and copying.
  - 2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by, or payments to, Contractor, and for any other reason deemed appropriate and necessary by GPMTD. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state, local, or GPMTD audit procedures, laws, or regulations. Contractor shall fully cooperate with the auditor(s).
  - 3. If an audit is commenced more than sixty (60) calendar days after the date of final payment for Contract work, GPMTD shall give reasonable notice to Contractor of the date on which the audit shall begin.
- C. Proof of Compliance with Contract: Contractor shall, upon request, provide GPMTD with satisfactory documentation of Contractor's compliance with the Contract. In addition, Contractor shall permit GPMTD, and if federally-funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls, and other data and records involving the Contract.

### **3-22 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.

### **3-23 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 proposals 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.

All Proposers, vendors, or Contractors who anticipate contracting with GPMTD must identify at the time of offer, such current or former GPMTD employees involved in preparation of proposals, or the anticipated performance of the services, if awarded the Contract. Failure to identify former GPMTD employees involved in this transaction may result in GPMTD's denying or terminating this Contract for cause. In addition, after award, Contractor is responsible for notifying GPMTD's Procurement Administrator of current or former GPMTD employees who may become involved in the Contract any time during the term of the Contract.

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.

### **3-24 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.

### **3-25 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.

### **3-26 Use of GPMTD's Name in Contractor Advertising or Public Relations**

GPMTD reserves the right to review and approve or disapprove 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. Contractor will agree that published information about GPMTD or its program will be factual, and in no way imply that GPMTD endorses Contractor's firm, service, or product.

## **SECTION 4 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS**

### **4-1 Type of Contract**

Any contract resulting from this solicitation will be structured as a fixed-price contract. The Contract will state a not-to-exceed amount that will be the final negotiated price.

### **4-2 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:

- A. Any required federal and/or state regulations that may not be altered by the GPMTD;
- B. The Contract;
- C. Contract amendments;
- D. Results of negotiations;
- E. Solicitation and all issued addenda and approved equals;
- F. Any optional federal regulations elected by the GPMTD, as expressly set forth herein;
- G. Clarifications of and amendments to the Contractor's proposal as accepted by GPMTD; and
- H. The Contractor's Proposal and Attachments, and all clarifications and amendments issued prior to Contract award.

### **4-3 Contract Term**

The term of the Contract shall be for one year after the notice to proceed has been issued. A maintenance contract will also be issued for a three (3) year term with one additional two-year option.

### **4-4 Contract**

A Contract shall be issued referencing this solicitation. Contract(s) shall define and authorize the work by Contractor based on the 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 3-5, Change Order Procedures. The Contractor will be paid for only work that was performed.

### **4-5 Payment Procedures**

Payments for equipment/services rendered and expenses incurred shall be made after presentation of Contractor's proper invoice(s). Such invoice(s) shall be computed in accordance with the cost agreed to by the GPMTD and the Contractor, and incorporated into the final contract, and are due and payable within forty-five (45) calendar days of receipt of a correct invoice, as agreed upon by GPMTD. The Contractor agrees to supply with each invoice any additional information that may be requested by the GPMTD.

Invoices should clearly identify any prompt payment discount offered to the GPMTD for paying within ten (10) business days of receipt. The 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. The GPMTD may withhold payment for services it believes were improper, failed to meet with Project specifications, or are otherwise questionable.

Invoices shall be submitted to:

Greater Peoria Mass Transit District  
Attn: Accounts Payable  
2105 NE Jefferson Avenue  
Peoria Illinois 61603-3587

#### **4-6 Advance Payment Prohibited**

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

#### **4-7 Price Adjustments**

Other than pre-contract approved methods for determining prevailing fuel costs, adjustments in prices will not be permitted, unless it is advantageous to the GPMTD. Price adjustments may be negotiated only at the time of Contract renewal, unless GPMTD requests a Contract modification.

#### **4-8 Summary Report**

The Contractor shall submit to the GPMTD a monthly report of services provided to the GPMTD under this Contract. The report, in a format acceptable to the GPMTD, shall identify the actual and percentages of services completed, and any other information that may be relevant to Project oversight.

#### **4-9 Warranty Provisions**

- A. No Waiver of Warranties and Contract Rights - Conducting of tests and inspections, review of the Statement of Work, payment for work, or acceptance or final acceptance of the work by the 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 the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term - The 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, for a period of twelve (12) months from the date of Final Acceptance of such work by the GPMTD. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- D. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors – The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors, and subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the GPMTD by Contractor and those extended to the 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. The Contractor shall cooperate with the GPMTD in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

#### **4-10 Express Warranties for Services**

The Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Furthermore, the 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. Finally, the Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

#### **4-11 Warranty Remedies**

If at any time during the twelve (12) month period immediately following Final Acceptance of any work covered by this Contract, the Contractor or the 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, the Contractor shall, at its own expense and within thirty (30) calendar 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 the Contractor. If the Contractor has not corrected the defect within thirty (30) calendar days after receiving the written notice, the GPMTD, in its sole discretion, may correct the defect itself. In the case of an emergency, where the GPMTD believes delay could cause serious injury, loss, or damage, the GPMTD may waive the written notice and correct the defect. In either case, GPMTD shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is solely responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements or Statement of Work, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

#### **4-12 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. The Contractor shall not make any claim or right, privilege or benefit, which would accrue, to an employee.

#### **4-13 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:

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

Contractor Contact and Address (To be determined)

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.



#### **4-14 Non-Disclosure of Data**

Data provided by the 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 the GPMTD.

#### **4-15 Non-Disclosure Obligation**

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

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

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

#### **4-16 Public Disclosure Requests**

If a Contractor considers any portion of any documents which may be delivered to the 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, the GPMTD will solely determine whether the document should be made available under the law. If the document or parts thereof are determined by the GPMTD to be exempt from public disclosure, the 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 the Contractor five (5) business 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, the Contractor assents to the procedure outlined in this paragraph, and shall have no claim against GPMTD on account of actions taken under such procedure.

#### **4-17 Ownership of Data**

Subject to the rights expressly granted to the Contractor pursuant to this Agreement, all rights, 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 the GPMTD. The Contractor shall surrender all such data, not previously provided, to the GPMTD prior to submitting an invoice for final payment.

#### **4-18 Patents and Royalties**

The 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, the Contractor shall, if requested by the GPMTD, furnish acceptable proof of a proper release from all such fees or claims.

#### **4-19 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, the 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 3-5, Contract Amendment Procedure.

#### **4-20 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.

#### **4-21 Contractual Relationships**

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

Payments for equipment/services rendered and expenses incurred shall be made after presentation of the Contractor's proper invoices. Such invoices shall be computed in accordance with the cost agreed to by the GPMTD and the Contractor, and incorporated into the final contract, and are due and payable within forty-five (45) calendar days of receipt of a correct invoice, as agreed upon by the GPMTD. The Contractor agrees to supply with each invoice any additional information that may be requested by the GPMTD.

Invoices should clearly identify any prompt payment discount offered to GPMTD for paying within ten (10) business days of receipt. The 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 shall be credited to the GPMTD 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, with the appropriate reports, shall be submitted to:

Greater Peoria Mass Transit District  
Attn: Accounts Payable  
2105 NE Jefferson Avenue  
Peoria Illinois 61603-3587

## SECTION 5 INSURANCE REQUIREMENTS

### 5-1 Commencement of Work

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

### 5-2 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 the GPMTD as an additional insured on Commercial General, Business Automobile, and Excess or Umbrella Liability policies **by endorsement to the policies**. Insurance policies shall be endorsed to give the GPMTD thirty (30) calendar days of advanced written notice [ten (10) calendar 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 the Contractor, the 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 the GPMTD within sixty (60) calendar days of each inception or anniversary date, so that these insurance policies may be reviewed by the GPMTD. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to the GPMTD. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of the GPMTD or its representative.

### 5-3 Required Coverages

The Contractor agrees to provide the following coverages:

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

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

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

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

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GPMTD for each vehicle or driver before it can be used in service.

The Contractor will be fully responsible for all physical damage deductibles to GPMTD-owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

C. Workers Compensation

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

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

**5-4 Bid Bond Requirements**

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

a. Bid Security

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

b. Rights Reserved

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

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

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

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

## 5-5 Performance and ~~Payment Bonding~~ Requirements

The contractor shall furnish a performance bond in an amount equal to One Hundred percent (100%) of his or her contract price if selected as the winning proposer.

The Contractor will be required to obtain a performance to protect the GPMTD's interest. The following situations may warrant a performance bond:

1. GPMTD property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
2. A Contractor sells assets to or merges with another concern, and the GPMTD, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable to continue the operation of the services.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition or removal of improvements.
5. When it is determined that a performance bond is required, the Contractor shall be required to obtain a performance bond as follows:
  - a. The penal amount of a performance bond shall be one hundred percent (100%) of the original Contract price, unless the GPMTD determines that a lesser amount would be adequate for the protection of the GPMTD.
  - b. The GPMTD may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract price. The GPMTD may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
6. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the GPMTD's interest. **Payment bond is not required for this project.**
7. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

- a. Fifty percent (50%) of the Contract price, if the Contract price is less than \$1 million;
- b. Forty percent (40%) of the Contract price, if the Contract price is more than \$1 million, but not more than \$5 million; or
- c. Two and one half million, if the Contract price is more than \$5 million.

## SECTION 6

### FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

#### 6-1 No Obligation by the Federal Government

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

#### 6-2 Program Fraud and False or Fraudulent Statements or Related Acts

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

#### 6-3 Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17

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

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

#### **6-4 Changes to Federal Requirements**

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

#### **6-5 Civil Rights Requirements**

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate

against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

## **6-6 Disadvantaged Business Enterprise (DBE) Participation**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.5%. A separate contract goal of 10% DBE participation has been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this



contract or such other remedy as GPMTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:
1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.

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

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

## **6-7 Incorporation of FTA Terms**

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

## **6-8 Disputes, Breaches, Defaults, or Other Litigation**

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



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

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

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

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

#### **6-9 Disclosure of Lobbying Activities**

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

#### **6-10 Clean Air**

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

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

#### **6-11 Clean Water**

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

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

## **6-12 Energy Conservation**

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

## **6-13 Buy America (Buy American does not apply to federally funded transit projects)**

*Buy America* - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software.

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

## SECTION 7

### ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) REQUIREMENTS

#### 7-1 Financial Assistance

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

#### 7-2 Interest of Members of in Congress

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

#### 7-3 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.

#### 7-4 Contract Changes

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

#### 7-5 Subcontracts

The contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of the contractor or use any materials from the stores, of the contractor, with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All request for concurrence shall be submitted to the GPMTD for approval prior to submittal to IDOT.

#### 7-6 Escalation

Escalation clauses are not allowed as part of specifications or contracts, with the following exceptions, subject to prior concurrence by the Department for each contract:

- Procurement for rail vehicles, where the contract price exceeds \$10,000,000 and completion of delivery exceeds one year; and
- Procurements of metal product from a mill or manufacturer where quotations based on "price at time of shipment" have historically been used.

#### 7-7 Equal Employment Opportunity

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.

**7-8 Audit and Inspection of Records**

The Contractor shall permit the authorized representatives of 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.

**7-9 Assignment**

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

**7-10 Retention of Records**

The Contractor shall maintain records to show actual time devoted and cost incurred.

**7-11 Ownership of Records**

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

## **SECTION 8 STATEMENT OF WORK**

### **8-1 Purpose**

The GPMTD is seeking proposals for the acquisition of equipment, materials, labor, software and services related to the procurement of an Integrated Video Surveillance Security System for its Transfer Center, Administration and Maintenance Buildings located in Peoria, IL

Through this solicitation, GPMTD intends to contract for the removal of an old video surveillance system, purchase and installation of a new integrated video surveillance system and related maintenance/support agreement.

### **8-2 Project Overview**

The project consists of the purchase and installation of an IP integrated video surveillance security system covering three (3) GPMTD facilities with an NVR-based recorder(s) with 24/7 recording and minimum storage capacity of 30 days at 10FPS and video surveillance cameras including all materials, services, labor and software necessary for its operation. The proposed digital video surveillance system must cover all areas of concern, and be expandable to include other GPMTD facilities in the future.

The project will also include removing the old video surveillance cameras, including cable remediation. All cameras, power supplies and DVRs will be returned to GPMTD. Contractor is responsible for removal and disposal of all old cabling.

### **8-3 Contract**

The term of a contract awarded under this RFP solicitation will be one (1) year. Maintenance agreement contract is for three (3) years with one (1) additional two-year option.

### **8-4 General Camera Specifications**

- The Contractor shall propose cameras with the highest view quality and take into consideration the cameras' exposure to the elements, low light conditions and durability for the application. Camera viewing fields are subject to the District's final approval.
- Indoor cameras must have adequate resolution to capture images in sufficient quality needed to identify actions, and based on the space of each area being covered.
- All cameras shall be manufactured with a tamper-resistant casing; encapsulated electronics.
- Outdoor cameras shall operate in temperatures between -14°F to +140°F.
- All exterior cameras shall have IP66 vandal-resistant housing.

### **8-5 Camera Installation Requirements**

- Contractors are required to obtain all permits at contractor expenses for proposed work.
- Proposer is responsible for ensuring that all penetrations are sealed and weatherproofed/fire stopped.

- RJ45 connectors shall utilize strain relief or boot to assure longevity of the connection. All cables shall have Velcro fasteners in place of ty-wraps to eliminate the risk of over-tightening cable bundles and affecting the strength or rated performance of the cable.
- Where wiring is routed through sheet metal or over frame members, the metal edges shall be covered with flexible grommet or edge dressing. Double-sided foam tape shall not be used.
- Above ceiling cable must be supported by hangers and not lay on ceiling tiles.
- Cables should be CAT 5e or better.

## 8-6 General Requirements

- Equipment and materials shall be of new stock unless the plans provide for the relocation of or the use of fixtures furnished by others. New equipment and materials shall be the product of reputable manufacturers of electrical equipment.
- The system shall be viewed externally with a minimum of two flat panels; one monitor located in Dispatch area and one monitor located at the Transfer Center. Both monitors should be capable of viewing a minimum of eight (8) camera angles simultaneously.
- A project plan is to be submitted by proposer before work is begins.
- GPMTD will approve the proposed locations for all cameras. Any changes to proposed camera locations must be approved before installation.
- GPMTD must approve all aiming and focus for all cameras. Proposer is responsible for correcting any aim, focus deficiencies identified during the warranty period.
- All work performed and materials furnished are subject to approval before installation.
- The Proposer shall state, by written communication to the project manager, that the work is completed and ready for final inspection. Acceptance and all tests for acceptance shall be performed with the GPMTD project manager and a member of the GPMTD I.T. staff.
- The warranty shall begin after the system is accepted and continue through a one-year period from that date.
- The supplier is responsible for any software updates released by the manufacturer during the warranty period.
- In addition to warranties or guarantees on specific system equipment listed elsewhere in these specifications, the Contractor shall fully guarantee the equipment installation furnished as part of the contract against defective equipment, materials, and quality for 12 months. Should any defect develop under normal and proper operating conditions within these specified periods after acceptance of the completed installation by the Contracting Authority, this malfunction shall be corrected by, and at the expense of the Contractor, including all labor, materials, and associated costs.
- The Transfer Center is operational and all work will be scheduled with the Project Manager prior to starting any work to ensure operational efforts are not impacted by any "video surveillance installation work".

- The Contractor shall furnish and install all necessary miscellaneous connectors and equipment to make a complete and operating installation in accordance with the plans, standard sheets, standard specifications, special provisions, and accepted good practice of the industry.
- The VMS software shall support Federated Architecture for centralized management.

#### **8-7 GPMTD Facility: Transfer Center Coverage Areas**

The Transfer Center is located at 407 Southwest Adams Street, Peoria, IL. The 52,000 square foot Transfer Center has an 8,000 square foot building and 7,000 square foot shell building. The Transfer Center houses offices on the upper level; the lobby and customer service area on the lower level. Blueprints of the upper and lower levels of the Transfer Center will be provided as a separate attachment.

Areas of concern include, but are not limited to:

- Complete coverage under the canopy where the buses park and transfer passengers
- Customer Service Rep/ticket counter area
- Complete lobby coverage including the hallway leading to/from bathrooms
- Upstairs office areas
- The catwalk to/from the elevators (upstairs) including both exit doors
- All entryways and exits to include ...
  - Exit to Harrison Street
  - Exit to Adams Street
- Myah's daycare playground (outside area)
- Exterior cameras viewing Harrison St, Adams St and Kumpf Blvd.

#### **8-8 GPMTD Facility: Maintenance Buildings Coverage Areas**

The Maintenance facility is located at 2105 NE Jefferson Street in Peoria; the building is located behind the Administrative building on Northwest side of the lot. The Maintenance facility consists of 2 buildings; one built in 1978 ("old garage") and a newer building built in 1991 ("new garage"). The "new garage" is approximately 36,190 square feet; the "old garage" is 22,469 square feet. Blueprints of the interior of both buildings will be provided as separate attachments.

Areas of concern for "new garage" include, but are not limited to:

- Dispatch window
- Hallway outside of the break room (hallway with lockers)
- Parking area including aisles between buses and blue walkway
- Mechanics pit area
- Bus wash area
- Parts room
- Far west side storage area
- Entry and Exits
- Exterior of building

Areas of concern for "old garage" include, but are not limited to:

- Parking area including aisles between buses
- Lift area
- Paint room
- Unit room
- Body shop room

- Entry and Exits
- Exterior of building

Other areas of concern:

- Alcove between the new and old garage – emergency backup generator location
- Money room

## **8-9 GPMTD Facility: Administrative Building & Grounds Coverage Areas**

The Administrative building is located at 2105 NE Jefferson Street in Peoria. The Administration Building is approximately 6,724 square feet. Blueprints of the interior of the upper and lower levels will be provided as a separate attachment.

Areas of concern for the Administrative Building include, but are not limited to:

- Upstairs
  - Entryway and Exits
  - Lobby area
  - Hallways
- Downstairs
  - Entrances to I.T. office
  - Interior of server room
  - A/C equipment and power panel
  - Storage room
  - Classroom area
- Grounds
  - Parking areas
  - Fueling areas
  - Exterior of building
  - Front gate

## **8-10 Walk-Thru and Tour of Facilities**

GPMTD staff will conduct a tour at the Transfer Center, Maintenance facility and Administration building; and will cover all areas of concern. This tour will be conducted during the week by appointment. Please contact Steve Green at [sgreen@ridecitylink.org](mailto:sgreen@ridecitylink.org) to schedule a tour before the pre-bid meeting.

It is highly recommended that interested proposers attend this walk-thru in order to submit a proposal that meets the needs of the District.

## **8-11 Project Approach, Training and Support**

Demonstrate an understanding of, and approach to, the project. This should include a list of actions to be taken, and/or resources used, to complete the project.

Demonstrate an understanding of, and approach to training users and support staff on the system and its equipment. This should include how training will be conducted and how additional training can be found along with a price schedule if any.

Demonstrate an understanding of, and approach to supporting the video surveillance system once it has been fully implemented. There should be a minimum of one (1) year full hardware, software, and training support. Respondent should also demonstrate their approach to extending support for longer terms and/or when the original agreement support has ended.

On-site product demos are optional.



## 8-12 Deliverables

The selected respondent will provide the following deliverables:

- A fully functional integrated video surveillance system covering the three (3) facilities including surrounding sidewalks and parking lots.
- A comprehensive implementation plan for a video surveillance system
- A general project schedule that is consistent with the proposed project approach and identify key project milestones.
- Plan for end-user training on the video surveillance equipment and software
  - End-user training as appropriate for daily usage with a detailed approach to the training.
  - Support staff training on the video surveillance system.
  - A detailed explanation on how to secure training after implementation along with any costs
- At the completion of the project, the Contractor shall provide the Owner with as-built drawings of the network cabling systems.
- A detailed service agreement for software and hardware covering a minimum of one (1) year
- Installation drawings showing cabling and connections between devices.
- Recommended preventative maintenance procedures\schedule
- Complete list of all hardware and components supplied
- All certificates and manufacturer warranties shall be provided to the GPMTD by the proposer before final payment
- Itemized list detailing all items that are covered under warranty, including any spare parts.
- Any warranties on equipment beyond one year that are offered by the equipment manufacturer, shall be extended to the GPMTD.

## 8-13 Certifications

Contractors must be licensed by the Illinois Department of Financial & Professional Regulation. Evidence of such license must be included in the proposal package.

The State of Illinois requires person(s) or businesses that engage in the installation, service and repair of: Alarm Systems, Fire Alarm Systems, Camera Systems (CCTV) and Access Control Systems to be licensed by the Illinois Department of Financial & Professional Regulation, Must hold an Alarm Contractor/Agency License.

Link to Act: <http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=2474&ChapterID=24>

Look for Section: (225 ILCS 447/5-10)

## 8-14 References

References for similar size projects within the previous five (5) years are recommended. Proposer shall also supply any documentation of actual field use of components in a qualified mass transit environment.

# 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	_____	_____
Revised RFP Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification	_____	_____
Attachment E: Ineligible Proposer Certification	_____	_____
Attachment F: Ineligible Proposer Certification (subs)	_____	_____
Attachment G: Non-Collusion Affidavit	_____	_____
Attachment H: Lobbying Certification	_____	_____
Attachment I: Firm Data Sheet	_____	_____
Attachment J: DBE Good Faith Effort	_____	_____
Attachment K: DBE Letter of Intent	_____	_____
Attachment L: DBE Affidavit	_____	_____
Attachment M: DBE Unavailable Certification	_____	_____
Attachment N: Buy America	_____	_____
Attachment O: Cargo Preference	_____	_____
Attachment P: Proposal Pricing	_____	_____
Attachment Q: Certification of Compliance – Prevailing Wages	_____	_____
Vendor Certifications	_____	_____
Bid Bond	_____	_____

**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 CHECKLIST**

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 CLARIFICATION / APPROVED EQUALS**

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

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

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

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

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

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

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

Approved \_\_\_\_\_

Denied \_\_\_\_\_

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

\_\_\_\_\_

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

**ATTACHMENT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

The Contractor, \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

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

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

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

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

Attorney's Signature: \_\_\_\_\_

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

**ATTACHMENT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND INVOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

The Lower Tier Participant (the Applicant for a third party subcontract or sub-grant under an Federal Transit Administration Project), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, of involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (the Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Lower Tier Participant (the Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

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

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

Attorney's Signature: \_\_\_\_\_

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

**ATTACHMENT G**

**AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS**

**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 bidder 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 H

### CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REGULATIONS

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

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

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

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

\_\_\_\_\_  
Date

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

# ATTACHMENT I

## 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 J

### GOOD FAITH-EFFORT

*(For information only – not to be returned)*

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

## **ATTACHMENT J (CONTINUED)**

### **GOOD-FAITH EFFORT**

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

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

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

**ATTACHMENT K**  
**DBE LETTER OF INTENT**

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

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

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

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

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

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

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

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

\_\_\_\_\_

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

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

**ATTACHMENT K (CONTINUED)**

**DBE LETTER OF INTENT**

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

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

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

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

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

**ATTACHMENT L**

**DBE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

# ATTACHMENT M

## DBE UNAVAILABLE CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# ATTACHMENT N

## BUY AMERICA

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

## ATTACHMENT O

### CARGO PREFERENCE AND USE OF UNITED STATES FLAG VESSELS

As required by Title 46 CFR Part 381, the Bidder hereby agrees:

1. To utilize privately-owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
2. To furnish within twenty (20) calendar days following the date of loading, for shipments originating in the United States or within thirty (30) calendar days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board", commercial vessel bill-of-lading, in English, for each shipment of cargo described in paragraph (1) above, to the Administrator of the Federal Transit Administration (FTA) and MetroLINK, through the primary Contractor in the case of subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with the appropriate identification of the Project.
3. To insert the provisions of this clause in all applicable subcontracts issued pursuant to any subsequent contract or agreement.

---

Signature

---

Official's Name

---

Official's Title

---

Company Name

---

Date

# ATTACHMENT P

## 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.**

### COST SUMMARY TABLE

TYPE OF COST (Describe)	Quantity	Unit Cost	EXTENDED COST
Materials & Equipment			\$
Installation & Demo			\$
Three-Year Maintenance/Service Agreement (Year 1-3)			\$
<b>TOTAL COST</b>			<b>\$</b>
Maintenance/Service Agreement Two-Year Option (Year 4- 5)			\$

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

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

**ATTACHMENT P  
DETAIL PRICING PROPOSAL FORM**

**Transfer Center Building & Grounds – SE Adams St, Peoria, IL:**

<b>Item Description</b>	<b>Item Quantity</b>	<b>Unit Price</b>	<b>Bid Amount</b>
Type of Cameras:			
Camera Installation complete	1	Lump Sum	
Demo (existing wire)	1	Lump Sum	

**Administrative Building & Grounds – NE Jefferson St, Peoria, IL:**

<b>Item Description</b>	<b>Item Quantity</b>	<b>Unit Price</b>	<b>Bid Amount</b>
Type of Cameras:			
Camera Installation complete	1	Lump Sum	
Demo (existing wire)	1	Lump Sum	

**ATTACHEMENT P (continued)**

**ATTACHMENT P  
DETAIL PRICING PROPOSAL FORM**

**Maintenance Buildings & Grounds – NE Jefferson St., Peoria, IL:**

<b>Item Description</b>	<b>Item Quantity</b>	<b>Unit Price</b>	<b>Bid Amount</b>
Type of Cameras:			
Camera Installation complete	1	Lump Sum	
Demo (existing wire)	1	Lump Sum	

## ATTACHMENT Q

### CERTIFICATE OF COMPLIANCE – PREVAILING WAGES

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

#### ORDINANCE

#### PREVAILING WAGES

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE GREATER PEORIA MASS TRANSIT DISTRICT:

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

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

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

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

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

**ATTACHMENT Q (CONTINUED)**

**CERTIFICATE OF COMPLIANCE – PREVAILING WAGES**

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

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

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

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

\_\_\_\_\_  
Date

# ATTACHMENT R

## Peoria County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		26.700	28.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800
ASBESTOS ABT-GEN		HWY		29.910	31.410	1.5	1.5	2.0	7.700	17.47	0.000	0.800
ASBESTOS ABT-MEC		BLD		32.510	35.010	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590
CARPENTER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520
CARPENTER		HWY		32.700	34.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520
CEMENT MASON		BLD		28.050	29.800	1.5	1.5	2.0	7.500	15.65	0.000	0.500
CEMENT MASON		HWY		29.280	30.780	1.5	1.5	2.0	7.500	16.02	0.000	0.500
CERAMIC TILE FNSHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		ALL		34.820	37.320	1.5	1.5	2.0	6.500	11.68	0.000	0.800
ELECTRICIAN		BLD		34.820	37.320	1.5	1.5	2.0	6.100	11.43	0.000	0.400
ELECTRONIC SYS TECH		BLD		28.250	30.250	1.5	1.5	2.0	6.350	10.54	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250
HT/FROST INSULATOR		BLD		43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720
IRON WORKER		BLD		32.190	34.090	0.0	0.0	0.0	9.490	13.91	0.000	0.000
IRON WORKER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
LABORER		BLD		25.700	27.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800
LABORER		HWY		29.160	30.660	1.5	1.5	2.0	7.700	17.47	0.000	0.800
LABORER, SKILLED		BLD		26.100	27.600	1.5	1.5	2.0	7.700	16.21	0.000	0.800
LABORER, SKILLED		HWY		29.460	30.960	1.5	1.5	2.0	7.700	17.47	0.000	0.800
LATHER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520
MACHINERY MOVER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
MARBLE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.87	0.000	0.520
MILLWRIGHT		HWY		33.060	35.310	1.5	1.5	2.0	8.000	15.95	0.000	0.520
OPERATING ENGINEER		BLD	1	37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER		BLD	2	34.450	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER		BLD	3	30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER		HWY	1	38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
OPERATING ENGINEER		HWY	2	35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
OPERATING ENGINEER		HWY	3	31.030	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		BLD		31.880	34.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520
PILEDRIVER		HWY		33.700	35.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520
PIPEFITTER		BLD		37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060
PLASTERER		BLD		28.140	29.770	1.5	1.5	2.0	7.500	15.00	0.000	0.870



PLUMBER BLD 34.520 37.630 1.5 1.5 2.0 7.000 13.86 0.000 0.950

## ATTACHMENT R (continued)

### Peoria County Prevailing Wage for July 2015

ROOFER	BLD	30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250
SHEETMETAL WORKER	BLD	32.430	34.050	1.5	1.5	2.0	9.120	15.55	0.000	0.780
SIGN HANGER	HWY	35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
SPRINKLER FITTER	BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STEEL ERECTOR	HWY	35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
STONE MASON	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590
<del>SURVEY WORKER</del>	NOT IN EFFECT		ALL		28.900	30.400	1.5	1.5	2.0	7.700
		14.86	0.000	0.800						
TERRAZZO FINISHER	BLD	29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TERRAZZO MASON	BLD	31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TILE MASON	BLD	31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TRUCK DRIVER	ALL 1	33.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 2	33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 3	33.700	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 4	34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 5	34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C 1	27.280	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 2	27.680	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 3	27.860	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 4	28.110	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 5	28.850	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TUCKPOINTER	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

Legend: RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)