

## REQUEST FOR PROPOSALS

Issue Date: October 28, 2016

Title: Environmental Study

Bid Number: RFP# FED2017-02

Issuing and Using Agency: Greater Peoria Mass Transit District  
Attn: Melissa Duval  
Senior Accountant/Procurement  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587

Proposals for Furnishing the Services Described Herein Will Be Received Until: 4:00 pm CST, December 2, 2016.

All Inquiries for Information Should Be Directed To: GPMTD, address listed above at Phone: (309) 679-8184

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO: GPMTD FINANCE DEPARTMENT, 2105 NE JEFFERSON AVENUE, PEORIA, ILLINOIS 61603-3587. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: GPMTD, Procurement Administrator, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

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

Name and Address of Firm:

\_\_\_\_\_

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

\_\_\_\_\_

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

*(Signature in Ink)*

\_\_\_\_\_ Zip Code: \_\_\_\_\_

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

*(Please Print)*

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

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

Fax Number: ( ) \_\_\_\_\_

FEI/FIN Number: \_\_\_\_\_

DUNS# \_\_\_\_\_

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

Pre-Proposal Conference will be held on November 16, 2016 at 2:30 pm CST

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**ATTACHMENT I** - DBE Letter of Intent

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**ATTACHMENT M** – Reference Check Form (2)

**ATTACHMENT N** – Reference Check Form (3)

**ATTACHMENT O** – Proposal Pricing Form

## DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

Consultant: The term Consultant/Contractor/Proposer shall mean a person, entity, or business who performs services for another person, entity, or business and becomes obligated to provide goods and /or services for a price under the terms specified in an express or implied agreement and who is not subject to the other's control, or right to control, the manner and means of performing the services; not as an employee.

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 Consultant for completion of the Work.

Procurement Administrator: The individual designated by GPMTD to administer the Contract and be the Consultant's primary point of contact. The Procurement Administrator will approve orders, receipts, and invoices and document the Consultant's performance, but has no contracting authority.

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

Contract Price: Amount payable to the Consultant under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract. Consultant: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GPMTD for the performance of Services or Work under the Contract.

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

Day: Calendar Day.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

GPMTD: Greater Peoria Mass Transit District.

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

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

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

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to Bidders or 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 Consultant, 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 Consultant or GPMTD, as applicable, and means that the Consultant 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.

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

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

DBE: Disadvantage Business Enterprise.

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 Greater Peoria Mass Transit District (“GPMTD” or “the District”) is the primary public transportation provider for the greater Peoria region. The GPMTD is a municipal corporation within the State of Illinois. Currently, GPMTD operates 20 routes that provide transit services within the City of Peoria, City of East Peoria, City of Pekin, Village of Peoria Heights and West Peoria Township – a service area that provides over 3 million passenger rides annually.

In addition to traditional fixed-route service, GPMTD provides complementary ADA paratransit service (CityLift). In the provision of these services, GPMTD employs an active fleet of approximately 58 buses and 38 CityLift vans.

### 1-2 Purpose

The purpose of this Request for Proposals (RFP) is to select a qualified environmental services company to render environmental studies as requested by the District.

### 1-3 Proposal Submission

One (1) original and four (4) copies of the proposal are to be submitted in a sealed envelope with the name and address of the proposer clearly visible. Proposals shall NOT be submitted by facsimile or other electronic transmission.

The District shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN 4:00 CST, December 2, 2016.**

The proposal shall be in a SEALED envelope and clearly marked “**ENVIRONMENTAL STUDY RFP #FED2017-02.**”

The **COST PROPOSAL** shall be submitted with the proposal in a separate sealed envelope. This COST PROPOSAL envelope shall be labeled “**COST PROPOSAL FOR ENVIRONMENTAL STUDY RFP #FED2017-02**”.

When sent by mail, preferably special delivery, express service, or registered mail, the SEALED envelope containing the proposal shall be enclosed in another envelope for mailing such that the envelope mailing container or envelope may be opened without revealing the contents of the proposal.

Due to the nature of this solicitation, a complete written proposal with supporting information and documentation is required as the only acceptable proposal submittal.

The proposal shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials.

## 1-4 Required Proposal Content and Format

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

The submitted Proposal must include a cover letter and exhibits A-F. There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal. Proposals that do not adhere to the required format or are difficult to read are deemed illegible by the District and may be rejected. Proposals that do not follow the listed format, or fail to include the required documentation may be removed from consideration. Each copy of the proposal must be complete.

### 1. COVER LETTER

On company letterhead:

- Identify members of Team
- Identify contents of proposal
- Identify name, address, and phone number of contact person responsible for project.

### 2. EXHIBIT A – UNDERSTANDING OF THE PROJECT

- a) A demonstration of the Consultant's understanding of the scope of the work summarizing the key tasks to be undertaken and confirming the objectives of the study.
- b) A demonstration of the Consultant's understanding of the Environmental Impact and Related Procedures, 23 CFR 771. These regulations define the specific procedures that must be followed by applicants for Federal transportation funding in order to meet NEPA requirements and qualify for Federal funds.

### 3. EXHIBIT B – PROPOSED SCOPE OF WORK AND APPROACH TO THE PROJECT

Delineate the tasks required to complete a project, including times when input or decisions will be required from the District.

### 4. EXHIBIT C – EXPERIENCE AND QUALIFICATIONS OF THE FIRM

- a) Provide a description of the interested Consultant's firm and any sub-contractor, if applicable, and a statement of the firms' qualifications to perform an environmental study of this type. Include a listing of similar studies undertaken by the Consultant and sub-contractor, if applicable, with corresponding project descriptions, start and end dates, whether the project came in on budget and on time, and contact persons with telephone numbers for reference (reference sheet attached).

- b) The Consultant shall compile a listing of environmental study team participants WHO WILL BE ASSIGNED TO THIS PROJECT.
  - i. Designate a contact person, indicate the role each person will take in the project and include a résumé.
  - ii. Provide references for the project leader and each staff member(s) programmed to perform the majority of the work on this project. The references shall be for similar projects and shall include the names of the contact persons, addresses, telephone numbers, and email addresses.
- c) Specify the percentage of time each staff member is expected to spend on this project.
- d) An Organization Chart identifying the key personnel assigned to this study.

**5. EXHIBIT D – PERSONNEL AND EQUIPMENT AVAILABILITY**

The interested Consultant shall submit information regarding the availability of the personnel to be assigned, their current and projected workload, as well as the availability of the equipment that may be needed for this project based upon other work the Consultant has under contract.

**6. EXHIBIT E – PROJECT SCHEDULE**

- a) The schedule shall outline the time from the Notice to Proceed to the submittal of the final report and recommendations.
  - i. The schedule shall indicate the estimated starting and completion dates of each task, identify the major tasks, meeting dates or timeframes, and other significant items.
- b) Identify each key person's current project and the project's stage of development.
  - i. Identify the projected date when each team member will be available to work on this District project.
- c) Identify the Deliverables throughout the environmental review process, as well as the FINAL REPORT.
  - i. This FINAL REPORT shall be in a form compliant with the requirements of the Federal Transit Administration (FTA) for final environmental approval.
  - ii. This project shall not be complete until and unless the FTA has provided the District with a fully-executed approval document which allows the District to proceed with this land acquisition, i.e., Title Search, Appraisal, Review Appraisal, Appraisal Review, etc.

**7. EXHIBIT F – COST PROPOSAL**

- a) The total for the COST PROPOSAL shall be all inclusive and shall include all personnel, site visits, and encompass every service provided for this project.
- b) The Consultant shall list each service provided, i.e., what specific services are provided for an Environmental Study.

**1-5 Proposal Signature**

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

**1-6 Inquiries**

The proposer is required to show on all correspondence with the GPMTD the following: "Proposal for Environmental Study RFP #FED2017-02." Any communication with GPMTD should be written and directed to: Melissa Duval, Senior Accountant/Procurement, GPMTD, 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. Written communication may also be forwarded via email to [mduval@ridecitylink.org](mailto:mduval@ridecitylink.org). Correspondence will not be accepted by any other means or by any other GPMTD staff member.

**1-7 Procurement Schedule**

The projected schedule for this procurement is:

Request for Proposals available:	October 28, 2016
Pre-Proposal Conference at 2:30 pm CST	November 16, 2016
Deadline for questions, clarifications and requests for approved equals:	November 22, 2016
Deadline for <u>responses</u> to questions, clarifications and requests for approved equals:	November 30, 2016
Proposals due by 4:00 pm:	December 2, 2016
Evaluation of proposals & possible interviews:	December 5-16, 2016
Recommend Contract Award at GPMTD Board Meeting:	January 9

**1-8 Pre-Proposal Conference**

There will be a pre-proposal conference on Wednesday, November 16, 2016 at 2:30 PM CST at GPMTD's Administrative Office located at 2105 NE Jefferson Avenue, Peoria, Illinois 61603-3587. All potential proposers must attend at their cost with a hardcopy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance.

## 1-9 Disadvantaged Business Enterprise (DBE) Participation

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

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

For proposers to receive credit for the use of a DBE, the 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 (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Consultant 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 Consultant intends to subcontract a portion of the services on the project, Consultant is encouraged to contact DBE's to solicit their interest, capabilities and qualifications.

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

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

- A. Certification – To be certified as a DBE, a firm must meet all certification eligibility standards. Firms that qualify as a DBE must: 1) be a small business as defined by the Small Business Administration; 2) be at least 51% owned by minorities, women and/or socially and economically disadvantaged adults, and 3) have its day-to-day operations controlled by women or minorities. The Illinois Unified Certification Program (IL UCP) will make its certification decisions based on the facts as a whole. DBE certification entitles Consultants to participate in GPMTD's DBE program; however, this certification does not guarantee that the Consultant 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 link:

[www.dot.state.il.us/ucp](http://www.dot.state.il.us/ucp)

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

Martha Howarter, Director of Federal Programs  
Greater Peoria Mass Transit District  
2105 NE Jefferson Avenue  
Peoria, Illinois 61603-3587  
(309)679-8142 or email: [mhowarter@ridecitylink.org](mailto:mhowarter@ridecitylink.org)

#### **1-10 Examination of RFP and Contract Documents**

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

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

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

#### **1-11 Interpretation of RFP and Contract Documents**

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before the proposal due date) for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all Consultants who have registered to submit a proposal on this RFP and to whom the RFP has been issued to at least seven (7) calendar days prior to the proposal due date. **All addenda will become part of the RFP and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the District before the

award of the Contract will not be binding upon the GPMTD.

**1-12 Cost of Proposals**

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

## SECTION 2 – SCOPE OF WORK

### 2-1 Introduction/Background

The District proposes to acquire land in the City of Peoria, Illinois. As a first step in this process, the District is issuing this RFP for the purpose of selecting an established, well-qualified environmental services firm for the rendering of an environmental study as requested by the District. The Proposer shall specify all services which will be provided.

It is the policy of the District to make an appropriate inquiry regarding the environmental condition of real estate assets prior to a land acquisition under applicable laws governing the environment and hazardous substances or hazardous conditions. Federal law requires environmental compliance, in accordance with Environmental Impact and Related Procedures (23 CFR 771) effective April 23, 2009 - As amended, prior to land acquisition.

### 2-2 Scope of Work / Specifications

The Consultant shall ensure compliance with the appropriate environmental review process, i.e., categorical exclusion, environmental assessment, or environmental impact statement, which results in FTA written approval for this land acquisition. The Consultant, in cooperation with the FTA will complete the necessary documentation and oversee performance of the necessary studies to address potential impacts. In cases where the impacts or actions are not known, the Consultant may be required to perform a more formal study. The FTA must review the documentation and the supporting studies and make the final determination. Property acquisition negotiations cannot begin until the FTA has approved the environmental study.

All proposals and subsequent work plans will be reviewed by the District to determine if the activities will meet the stated objectives of the project. The final scope of the work will be negotiated and modified as site conditions warrant. All work shall be consistent with appropriate federal and State EPA guidelines as well as any and all FTA rules. Use of cost and time saving equipment and methods is encouraged if the quality of data and results is adequate and defensible in court.

A feasibility study was conducted for the proposed site. Based on this feasibility study, the recommended property will be a 1.19-acre lot with a small commercial building. The subject property is currently unoccupied.

The selected Consultant shall have experience and competencies in the following areas:

- Working with local city governments and municipalities;
- Land acquisition, including zoning review and site assessment;
- Construction projects (asphalt/concrete)
- Site development plans, with superior transit planning competencies
- Signage and graphics;
- Environmental analysis and documentation including experience, knowledge and compliance with FTA environmental processes; and
- Obtaining permits



## SECTION 3 – SPECIAL PROVISIONS

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

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

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

### 3-2 Rejection of Proposals

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

### 3-3 Clarification of Proposals

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

### 3-4 Approved Equals

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

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

If potential proposers believe that their product is equal to the product specified, they must submit a written request to GPMTD on the provided form (Attachment D) and this request will be approved or rejected by GPMTD at least seven (7) calendar days prior to the due date of proposals. Requests for approved equals and clarification of specifications must be received by GPMTD in writing a minimum of eighteen (18) days before the proposal opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the

Proposer must demonstrate the equality of this product to GPMTD to determine whether the Proposer's product is or is not equal to that specified.

### **3-5 Modification or Withdrawal of Proposals and Late Proposals**

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

### **3-6 Errors and Administrative Corrections**

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

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

### **3-7 Compliance with RFP Terms and Attachments**

GPMTD intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to 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. The Notice of Exception will be used as part of GPMTD's evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a bid proposal will be interpreted by GPMTD as the proposer's acceptance of the form agreement provided herein.

### **3-8 Collusion**

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

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

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

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

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

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

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

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

### **3-10 Proposal Alternatives**

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

### **3-11 Exclusionary or Discriminatory Specifications**

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

### 3-12 Protest Procedures

#### Pre-Proposal Protests

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

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

The decision by the Board Chairman shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

#### Pre-Award Protests

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

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

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

The decision by the Board Chairman shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by FTA as specified below.

#### Requirements for Protests

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

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

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

#### Protest Response

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

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

### **3-13 Single Proposal Response**

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

### **3-14 Insurance Requirements**

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

#### **3-14.1 General Requirements**

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

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

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

policies amended as per the directions of GPMTD or its representative.

### 3.14.2 Required Coverages

The Consultant agrees to provide the following coverages:

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

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

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

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

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

- C. **Workers Compensation**

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

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

## SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

### 4-1 General

This procurement is being conducted in accordance with a competitive proposal methodology. Price will not be a factor in the initial evaluation process to determine qualifications, responsiveness and responsibility. Price negotiation is, however, a consideration in the final selection of a Consultant for the environmental study. The District shall attempt to conduct price negotiations with the most highly qualified firm. If the District is unable to negotiate a satisfactory contract with this firm, it shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached.

Proposals that do not conform to the procedures, format, or content requirements written into this RFP shall be deemed nonresponsive. The District reserves the right to accept or reject any proposal, all proposals, or any part of any proposal, with the discretion to select the successful Consultant.

### 4-2 Eligibility for Award / Preliminary Proposal Review

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

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

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

### 4-3 Evaluation of Proposals

The selection process shall be qualifications-based and, as such, the Consultant must demonstrate to the District's satisfaction that it is in all respects a responsible party, i.e., that it has the integrity, skill, and experience to faithfully perform the Agreement and the necessary facilities and financial resources to perform the services in accordance with the Agreement documents. The award of a firm, fixed price contract for an ENVIRONMENTAL STUDY shall be made ONLY to the RESPONSIBLE and RESPONSIVE Consultant whose proposal is the most advantageous to the District.

The proposals will be evaluated according to the following technical criteria:

- The completeness of the proposal, particularly an understanding of the project, including the methodology and approach to be followed in performing the project as set out.
- The experience and qualifications of the consultant and the individual(s) assigned to

perform the task(s) of this project, as well as availability of the individual(s) assigned.

- The consultant's demonstrated knowledge of Environmental Protection Agency (EPA) compliance rules and regulations as reflected by the firm's proposed methodology, design, and approach, as well as technical competence, general experience and specific experience in providing the required services.
- The record of past performance of the consultant both as a firm (if noted) and the past performance of the individual(s) assigned to the Districts' project.
- The consultant has submitted an acceptable Project Schedule.
- The required forms, certifications, and deliverables have been submitted.
- The consultant's personnel and equipment availability.

The professional judgment of the Evaluation Committee is necessary and shall be deemed as final for the purpose of making an award recommendation to the District Board of Trustees. The RFP represents, in writing to all proposers, the most comprehensive and definitive statement that the District is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of the contract services. Any information or understandings, verbal or written, which are not contained either in the RFP, or in subsequent written addenda to the RFP, will not be considered in evaluating proposals.

The consultants shall provide complete and concise contact information, including the name of the interested firm, the name of the authorized company representative, the appropriate mailing address, telephone number(s), fax number(s), e-mail address, and any other pertinent contact information.

The environmental studies contract will be awarded as the result of a three phase process.

1. In the first phase (Preliminary and Technical Reviews), firms will be evaluated on the basis of their written proposals. During the technical review, references will also be contacted, so please give particular attention to listing only those individuals who can be contacted and who have or had first-hand knowledge and direct involvement in a similar study or project.

The Proposer shall provide three (3) references specific to the firm which demonstrates successful completion of projects of related experience for similar studies and projects. Each reference will be asked a series of questions pertaining to the details of the project described above.

At least three Proposers will be invited to participate in the second phase (interviews), if three or more Proposers submit a proposal.

2. In the second phase (Interview), the selected Proposer will be interviewed and oral presentations will be expected from the project leader and staff performing the majority of the work.



3. In the third phase, a precise scope of work agreement and costs will be negotiated with the highest qualified Proposer. If a work/cost agreement cannot be negotiated with the first selected Firm, the committee will turn to the second priority Firm for service/cost negotiations, and so forth until a mutually satisfactory agreement has been reached with a proposer or until such time as the District elects not to make an award for this project.

At any time during any phase, the District, on advice from the committee, may elect to reject all proposals, rewrite the scope of services, and seek new a Proposal from all Proposers.

#### **4-4 Negotiations**

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

#### **4-5 Quality Assurance**

The proposal shall describe procedures to ensure that defensible and quality data are collected and reported. The proposal shall also include general equipment to be used and the methods to be used with reference to specific federal, state, and professional practice guidelines.

#### **4-6 Technical Review**

In the first and second phases, proposals and interviews will be evaluated by the committee based upon the following criteria:

- ✧ Demonstrated understanding of the Project;
- ✧ Proposed scope of work;
- ✧ Approach to the project;
- ✧ Experience and qualifications of the Proposer;
- ✧ Personnel and equipment availability;
- ✧ Project schedule; and
- ✧ Proposed deliverables.

The committee may invite three or more of the highest scoring Proposers to make an oral presentation to further demonstrate the Proposer's qualifications to perform the services and its understanding of the project, if three or more firms submit a proposal.

#### **4-7 Clarification of Proposals**

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

#### 4-8 Contract Award

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

The award of a contract is contingent upon approval of the proposal by the Greater Peoria Mass Transit District Board of Trustees. The subsequent contract resulting from approval shall be issued by a Professional Services Agreement, hereinafter known as the "AGREEMENT."

The AGREEMENT shall incorporate the final negotiated terms and conditions made between the District and the Consultant.

- Conditional Proposals will **NOT** be accepted. The AGREEMENT, and all referenced inclusions, shall constitute the entire understanding and agreement of the parties, and there shall be no representations, promises, terms, conditions, obligations, warranties or undertakings made other than as set forth in the AGREEMENT and its inclusions.
- A NOTICE OF AWARD and/or AGREEMENT shall be mailed, faxed, E-mailed, or otherwise provided to the successful Consultant. Once the AGREEMENT has been signed and dated by both parties to the AGREEMENT, and fully executed by the District, a binding contract is created and it may be amended, modified or terminated only as stated below.
- The contract should not be construed in favor of or against any party.

The awarded AGREEMENT, may be amended, modified or terminated ONLY in writing, signed by each of the parties hereto.

The District reserves the right to accept or reject any proposal, all proposals, or any part of any proposal, with the discretion to select the successful Consultant.

In the event of a default by the submitting Consultant, the District reserves the right to cancel the award and reissue the RFP.

#### 4-9 Public Disclosure of Proposals

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

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

## SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

### 5-1 Administration

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

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

### 5-2 Notification of Delay

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

### 5-3 Request for Extension

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

### 5-4 Contract Changes

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

### 5-5 Change Order Procedure

- A. Consultant Changes: Any proposed change in this Contract shall be submitted to GPMTD's Procurement Administrator for approval.

- B. Written Change Orders: Oral change orders are not permitted. No change in this Contract shall be made unless GPMTD's GM or Procurement Administrator gives prior written approval therefore. Consultant 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.
- C. Change Order Procedure: Within 15 days after receipt of the written request to modify the Contract, the Consultant shall submit to GPMTD's Procurement Administrator a detailed price and schedule Bid for the work to be performed. This Bid shall be accepted or modified by negotiations between the Consultant and GPMTD's Procurement Administrator. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with subsection 5-21, Disputes, Claims and Appeals. Regardless of any disputes, the Consultant shall proceed with the work ordered.
- D. Price Adjustment for Regulatory Changes: If price adjustment is indicated, either upward or downward, it shall be negotiated between GPMTD and Consultant for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of Bid opening and the date of contract performance. Such price adjustment may be modified where required.

#### **5-6 Instructions by Unauthorized Third Persons**

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

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

#### **5-7 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 Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. GPMTD may require a Pre-Award Audit and potential Consultants shall be prepared to submit data relevant to the proposed work which will allow GPMTD to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and GPMTD reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, GPMTD reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

## **5-9 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 Consultant, terminate this Contract in whole or in part. Such termination shall be in accordance with GPMTD's rights to terminate for convenience or default.

## **5-10 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 Consultant 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 Consultant obligations.

The Consultant shall be entitled to a reasonable extension of time from GPMTD for the delays caused by damage to Consultant'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 Consultant and its sub-contractors causing the inability to perform the requirements of this Contract. Any delay other than one mentioned above shall constitute a breach of Consultant's contractual obligations.

## **5-11 Taxes, Licenses, Laws, and Certificate Requirements**

Consultant 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 Consultant and any sub-contractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Consultant'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, Consultant shall immediately notify GPMTD in writing of such condition.

Consultant 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 Consultant from his obligations to meet such fully and completely. Upon request, Consultant shall furnish to GPMTD certificates of compliance with all such laws, orders and regulations. Consultant shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s)

submitting a Bid response hereto and GPMTD, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Consultant shall not constitute a cognizable defense against the legal effect thereof.

#### **5-12 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 Consultant. Within seven (7) calendar days of receiving such written notification, Consultant 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 Consultant at Consultant's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to GPMTD by law, including those available under the Uniform Commercial Code.

#### **5-13 No Waiver of Warranties or Contractual Rights**

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or 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.

#### **5-14 Assignment**

Consultant shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of GPMTD. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Consultant. This provision shall not prevent Consultant 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 Consultant, known and unknown, under this Contract and applicable law.

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

#### **5-15 Indemnification and Hold Harmless**

To the maximum extent permitted by law, and except to the extent caused by the sole negligence of GPMTD, Consultant 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 Consultant, including, but not limited to, reasonable attorney fees, expert expenses and costs of litigation. In

addition, Consultant 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 Consultant or its subcontractors, and Consultant, 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 Consultant 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, Consultant'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 Consultant, including reasonable attorney's fees, expert witness fees, and court costs.

#### **5-16 Applicable Law and Forum**

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

#### **5-17 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.

#### **5-18 State Officials and Employees Ethics Act**

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

- The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting



as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Trustees, or other Greater Peoria Mass Transit District employees other than the designated procurement officer.

#### **5-19 Conflicts of Interest and Non-Competitive Practices**

- A. Conflict of Interest – Consultant 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 Consultant 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 – Consultant, 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 Consultant 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 Consultant or any of its agents, employees, or representatives, to any official, member or employee of GPMTD or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

#### **5-20 Conflicts of Interest – Current and Former Employees**

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

All Proposers, Proposers, vendors, or Consultants who anticipate contracting with GPMTD must identify at the time of offer, such current or former GPMTD employees involved in preparation of Bids/Bids or the anticipated performance of the work or 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. In addition, after award, Consultant 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.

#### **5-21 Disputes, Claims and Appeals**

Consultant 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 Consultant knows or should know of the question or claim. The Procurement Administrator will ordinarily respond to Consultant 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 Consultant disagrees with any determination or decision of the Procurement Administrator, Consultant may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the GM. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The GM will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the GM shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between GPMTD and Consultant that are not resolved between the Procurement Administrator and/or GM and Consultant 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, Consultant shall proceed diligently with the performance of the Contract and in accordance with the direction of the Procurement Administrator and/or GM. 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.

#### **5-22 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.

### **5-23 Other Public Agency Orders**

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

### **5-23 Severability**

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

### **5-24 Non-waiver of Breach**

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

### **5-25 Use of GPMTD's Name in Consultant Advertising or Public Relations**

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

## SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

### 6-1 Type of Contract

Any contract resulting from this solicitation will be structured as a firm, fixed-price contract.

### 6-2 Contract Documents and Precedence

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

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

### 6-3 Contract Term

The term of the Contract shall be for three (3) years beginning on February 1, 2017 and ending January 31, 2020.

### 6-4 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Consultant 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 5-4, Contract Changes.

### 6-5 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Consultant's invoices upon delivery of goods ordered by GPMTD. Such invoices shall be computed in accordance with the fee schedule agreed to by GPMTD and Consultant, and

incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by GPMTD. Each invoice shall contain Consultant's list of items delivered. Consultant also agrees to supply, with each invoice, additional information as may be requested by GPMTD.

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

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

**6-6 Advance Payment Prohibited**

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

**6-7 Price Adjustments**

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

**6-8 Summary Report**

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

**6-9 Warranty Provisions**

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by GPMTD shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Consultant from its warranty/guarantee responsibility.
- B. Warranty: Consultant warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Sub-

contractors: Consultant shall ensure that the warranty requirements of this Contract are enforceable through and against Consultant's suppliers, vendors, distributors, and sub-contractors. Consultant is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to GPMTD by Consultant and those extended to Consultant by its suppliers, vendors, distributors, and sub-contractors. Such inconsistency or difference shall not excuse Consultant's full compliance with its obligations under this Contract. Consultant shall cooperate with GPMTD in facilitating warranty related work by such suppliers, vendors, distributors, and sub-contractors.

#### **6-10 Express Warranties for Services**

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

#### **6-11 Warranty Remedies**

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

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

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

#### **6-12 Independent Status of Consultant**

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 Consultant 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. Consultant shall not make any claim or right, privilege or benefit, which would accrue to an employee.

### **6-13 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:

Greater Peoria Mass Transit District  
Melissa Duval, Senior Accountant/Procurement  
2105 NE Jefferson Avenue  
Peoria, IL 61603-3587

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

### **6-14 Non-Disclosure of Data**

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

### **6-15 Non-Disclosure Obligation**

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

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

### **6-16 Public Disclosure Requests**

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

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

#### **6-17 Ownership of Data**

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

#### **6-18 Patents and Royalties**

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

#### **6-19 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, Consultant agrees to accept all changed requirements that apply to this Contract and require sub-contractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 5-5, Change Order Procedure.

#### **6-20 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.

#### **6-21 Contractual Relationships**

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



## SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

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

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

### 7-2 Prohibited Interests

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

### 7-3 Contract Changes

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

### 7-4 Escalation

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

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

### 7-5 Equal Employment Opportunity

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

In the event of the Consultant'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 Consultant 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 Consultant 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 Consultant'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 Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant 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 sub-contractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this clause by such sub-contractors; and further it will promptly notify the contracting agency and the Department in the event the sub-contractor fails or refuses to comply therewith. In addition, the Consultant will not utilize any sub-contractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **7-6 Financial Assistance**

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

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

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

**7-8 Assignment**

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

**7-9 Retention of Records**

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

**7-10 Ownership of Records**

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

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

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

The GPMTD and the Consultant 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 GPMTD, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

1. The Consultant 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 sub-contractor who will be subject to its provisions.

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

1. The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.
2. The Consultant 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 Consultant, to the extent the Federal Government deems appropriate.
3. The Consultant 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 sub-contractor who will be subject to the provisions.

### 8-3 Access to Records and Reports

The following access to records requirements apply to this Contract:

8. Where the GPMTD is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Consultant agrees to provide the GPMTD, 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
9. Where the GPMTD is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Consultant agrees to provide the GPMTD, the FTA Administrator or his authorized representatives, including any PMO Consultant, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
10. Where the GPMTD enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Consultant agrees to provide the GPMTD, 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
11. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Consultant shall make available records related to the contract to the GPMTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
12. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
13. The Consultant 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 Consultant agrees to maintain same until the GPMTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

#### 8-4 Changes to Federal Requirements

Federal Changes - Consultant 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 the GPMTD and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

#### 8-5 Termination

a. **Termination for Convenience (General Provision)** The GPMTD may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to GPMTD to be paid the Consultant. If the Consultant has any property in its possession belonging to the GPMTD, the Consultant will account for the same, and dispose of it in the manner the GPMTD directs.

b. **Termination for Default [Breach or Cause]** If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the GPMTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

d. **Waiver of Remedies for any Breach** in the event that the GPMTD elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver

by the GPMTD shall not limit the GPMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

## 8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.
3. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.86%. A separate contract goal of **10% DBE participation** has been established for this procurement.
- b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GPMTD deems appropriate. Each subcontract the Consultant signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
  1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;



4. Written documentation of the bidder/offeror's commitment to use a DBE sub-contractor 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 Consultant's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above with initial proposals (see 49 CFR 26.53(3)).

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

#### **8-8 Incorporation of FTA Terms**

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

#### **8-9 Suspension and Debarment**

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

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

#### **8-10 Energy Conservation**

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

#### **8-11 Access Requirements for Persons with Disabilities**

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

## 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</u> <u>Check-Off</u>	<u>GPMTD</u> <u>Check-Off</u>
Cover Letter	_____	_____
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: Non-Collusion Affidavit	_____	_____
Attachment G: Firm Data Sheet	_____	_____
Attachment I: DBE Letter of Intent	_____	_____
Attachment J: DBE Affidavit	_____	_____
Attachment K: DBE Unavailable Certification	_____	_____
Attachment L: Reference Check Form (#1)	_____	_____
Attachment M: Reference Check Form (#2)	_____	_____
Attachment N: Reference Check Form (#3)	_____	_____
Attachment O: Cost Proposal Form	_____	_____

ATTACHMENT B

PROPOSAL AFFIDAVIT

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

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

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

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

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

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

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

ATTACHMENT C

ADDENDUM 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 AND SUSPENSION

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

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

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

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

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

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

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

---

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

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

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

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

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

---

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

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

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

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



**ATTACHMENT G**

**FIRM DATA SHEET**

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

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

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

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

## ATTACHMENT H

### 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 Consultant might otherwise prefer to perform these work items with its own forces.
  - d. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

## ATTACHMENT H (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 sub-contractors and suppliers and to select those portions of the work or material needs consistent with the available DBE sub-contractors 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 sub-contractors, including DBE sub-contractors, 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 Consultant 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 Consultants 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 Consultant'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 Consultant'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 Consultant.
- 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 Consultants' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs.

**ATTACHMENT I**  
**DBE LETTER OF INTENT**

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

The undersigned intends to perform work in connection with the above project as a DBE (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 Consultant 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 I (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 J

DBE AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT K

DBE UNAVAILABLE CERTIFICATION

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

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

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

DBE Organization	Work Items Sought	Form of Proposal Sought (i.e., materials, materials & labor, labor only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 L

### REFERENCE CHECK FORM (#1)

The Proposer shall provide a reference which demonstrates successful completion of projects of related experience for similar studies and projects. Each reference will be asked a series of questions pertaining to the details of the project described above; replies will be graded on a numerical scale. This score becomes a part of the overall evaluation process.

**NOTE:** The inability to reach a reference contact may adversely affect the proposal evaluation. Please give particular attention to listing only those individuals who can be contacted and who have or had first-hand knowledge and direct involvement in a similar study or project. The proposal whose reference cannot be contacted or cannot provide the necessary information, within five (5) business days of the initial contact attempt, will receive a score of zero on this evaluation item.

Firm Name: \_\_\_\_\_

Street Address / P.O. Box: \_\_\_\_\_

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

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

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Contact Name: \_\_\_\_\_

Title of Authorized Contact: \_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

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



## ATTACHMENT M

### REFERENCE CHECK FORM (#2)

The Proposer shall provide a reference which demonstrates successful completion of projects of related experience for similar studies and projects. Each reference will be asked a series of questions pertaining to the details of the project described above; replies will be graded on a numerical scale. This score becomes a part of the overall evaluation process.

**NOTE:** The inability to reach a reference contact may adversely affect the proposal evaluation. Please give particular attention to listing only those individuals who can be contacted and who have or had first-hand knowledge and direct involvement in a similar study or project. The proposal whose reference cannot be contacted or cannot provide the necessary information, within five (5) business days of the initial contact attempt, will receive a score of zero on this evaluation item.

Firm Name: \_\_\_\_\_

Street Address / P.O. Box: \_\_\_\_\_

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

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

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Contact Name: \_\_\_\_\_

Title of Authorized Contact: \_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

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

## ATTACHMENT N

### REFERENCE CHECK FORM (#3)

The Proposer shall provide a reference which demonstrates successful completion of projects of related experience for similar studies and projects. Each reference will be asked a series of questions pertaining to the details of the project described above; replies will be graded on a numerical scale. This score becomes a part of the overall evaluation process.

**NOTE:** The inability to reach a reference contact may adversely affect the proposal evaluation. Please give particular attention to listing only those individuals who can be contacted and who have or had first-hand knowledge and direct involvement in a similar study or project. The proposal whose reference cannot be contacted or cannot provide the necessary information, within five (5) business days of the initial contact attempt, will receive a score of zero on this evaluation item.

Firm Name: \_\_\_\_\_

Street Address / P.O. Box: \_\_\_\_\_

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

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

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Contact Name: \_\_\_\_\_

Title of Authorized Contact: \_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

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

## ATTACHMENT O

### COST PROPOSAL 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. Consultant may attach a separate sheet(s) to this Cost Proposal form in order to better explain the scope of work and/or service(s) to be provided.

Cost/Fee Schedule for project site	
<b>Total Cost for project site</b>	<b>\$</b>

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

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