



REQUEST FOR PROPOSAL

ISSUE DATE: October 6, 2020

PROCUREMENT TITLE: RFP 21-01
Executive Search Firm

ISSUING AND USING AGENCY: Bloomington-Normal Public Transit System
Hereinafter Connect Transit
Attn: Brady Lange
Maintenance Manager / Procurement
351 Wylie Dr.
Normal, IL 61761

Proposals for Furnishing the Services Described Herein Will Be Received Until:
12:00 p.m. CST on October 23, 2020.

All Inquiries for Information Should Be Directed To: ISSUING AGENCY, address listed above or at Phone:
(309) 829-1159

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO: CONNECT TRANSIT, BRADY LANGE, MAINTENANCE MANAGER / PROCUREMENT, 351 Wylie Drive Normal, IL 61761. The RFP number as well as the 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 Proposal 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 of Firm			_____ Date	
_____ Address			_____ By <i>(Signature in Ink)</i>	
_____ City	_____ State	_____ Zip Code	_____ Name <i>(Please Print)</i>	
() _____ Telephone			_____ Title	
() _____ Fax Number			_____ FEI / FIN Number	
Email: _____				

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DEFINITION OF WORDS AND TERMS

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

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

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

Administrative Change: Documentation provided by Connect Transit to Contractor, which reflects internal CONNECT TRANSIT procedures not affecting the Contract terms or Specifications.

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

Buyer: Individual designated by Connect Transit to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues and supports the Treasurer during Contract performance.

Change Documentation: A written document agreed upon by Connect Transit, 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 Connect Transit, with or without notice to sureties, making changes in the Work within the Scope of this Contract.

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

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

Procurement Department: The individual designated by Connect Transit to administer the Contract and be the Contractor's primary point of contact. The Procurement Department will approve orders, receipts, invoices and document the Contractor's performance.

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

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

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with Connect Transit 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 Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to Connect.

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

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 Connect Transit to manage the project on a daily basis and who may represent Connect Transit for Contract administration. This Contract may be part of a larger Connect Transit project.

Provide: Furnish without additional charge.

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

IFB or Solicitation: Invitation For Bid. Also known as the solicitation document.

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

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

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

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

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

Submittals: Information that is submitted to the Procurement Department 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 / Background

Connect Transit is the primary public transportation provider for the Bloomington-Normal, Illinois region. Connect Transit has provided safe, reliable, and affordable public transportation to the region since 1972. Currently, Connect Transit operates thirteen fixed routes that provide transit services within the city limits of Bloomington and Normal. For those riders who cannot use the fixed route buses, a special curb-to-curb service operates for eligible riders. Other services also provided with cooperation with Illinois State University are the Redbird Express- a campus shuttle and evening bus service.

Connect Transit is seeking to contract the services of a qualified contractor to provide the services of an expert executive search firm to recruit, screen and recommend highly qualified candidates. This "Best Value" Request for Proposals (RFP) anticipates a single contract award resulting from this solicitation. Proposers must demonstrate a history and track record in successful placement of executive/officer level personnel within public-sector organizations in positions involving substantial managerial, fiscal, technical, and political complexities. There is a preference for firms that have comparable executive placement experience with transit or transportation service organizations.

1.2 Scope of Work / Technical Specifications

Refer to Section 7 for a full scope of work.

1.3 Proposal Submission

Proposers must precisely follow all the instructions of the RFP. Proposals must include the entire RFP documents. Failure to conform to all requirements may result, at Connect Transit's sole discretion, in rejection a Proposer's bid. Proposer's package shall contain one (1) original, signed document in a sealed envelope with the originals of all required certifications and affidavits as well as three (3) copies of the proposal. Each Proposal, complete with affidavits and certifications, will be bound together with the required Cover Page and Vendor Checklist (Attachment A) on top. The package containing the Proposal must be clearly marked with the words "Executive Search Firm" and the time and date Proposals are due.

1.4 Postponement or Cancellation of Request for Proposal

Connect Transit reserves the right to cancel this RFP at any time or change the date and time for submitting Proposals by issuing an addendum prior to the date and time established for Proposal submittal.

1.5 Proposal Signature

Each Proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority unless such evidence has been previously furnished to Connect Transit.

1.6 Addenda

Connect Transit reserves the right to amend this RFP at any time prior to the Proposal Due Date. Any such amendments will be issued as addenda to the RFP and will become part of the RFP. Addenda will be posted exclusively on the website. Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). **All addenda must be signed and returned with each Proposal.** Failure to do so may result in the rejection of a Proposal, at Connect Transit's sole discretion.

1.7 Procurement Schedule

The projected schedule for this procurement is:

RFP Title	Executive Search Firm
RFP Number	21-01
Date Issued:	10/6/2020
Questions / Clarifications Due	October 14, 2020 12:00 pm
RFP Due Date, Time	October 23, 2020 12:00 pm
Location for Proposal Delivery or Mailing	351 Wylie Drive, Normal, IL 61761
Email Address	blange@connect-transit.com
Telephone Number	309-829-1159
Procurement Department	Brady Lange

1.8 Inquiries

The Proposer is required to show on all correspondence with Connect Transit the following: "RFP 21-01 Executive Search Firm". Any communication with Connect Transit regarding any aspect of this solicitation shall only be with Brady Lange, Maintenance Manager / Procurement, Connect Transit, 351 Wylie Dr., Normal, IL 61761. Written communication may also be forwarded via email to blange@connect-transit.com. Correspondence will not be accepted by any other party.

1.9 Pre-Bid Conference

A Pre-Bid Conference will be held.

A Pre-Bid Conference will not be held.

1.10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, scope of work, etc., must be requested in writing and with sufficient time allowed (a minimum of ten (10) calendar days before date set to receive Proposals) for a reply to reach Proposers before the submission of their Proposal. Any interpretation or change made will be in the form of an addendum to the RFP, scope of work, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the Proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by Connect Transit before the award of the Contract will not be binding upon Connect Transit.

1.11 Approved Equal (Does not apply to this Procurement)

In all cases, services and materials must be furnished as specified. Where brand names, manufacturer, or product names are used in the specifications, they are included for establishing a description of the item. This inclusion is not advocating or prescribing the use of a brand, item or product. Whenever such names appear, request for approved equal substitutions will be considered. Vendor’s request for approved equals shall include all aspects of product which would document the procedures salient features. 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 Connect Transit to determine whether the Proposer’s product is or is not equal

to that specified.

If potential Proposer believes that their product is equal to the product specified, they must submit a written request to Connect Transit on the provided form (Attachment D) by the date indicated on the Procurement Schedule. Connect Transit will either approve or reject the request by the date indicated in the Procurement Schedule.

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

1.12 Examination of RFP and Contract Documents

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

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

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

Contract documents may be downloaded from Connect Transit website:

https://www.connect-transit.com/business/procurement/bids_and_proposals/bidrequest.asp?bidID=125

1.13 Cost of Proposals

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

1.14 Samples

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

1.15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

A modification of a Proposal already received will be accepted by Connect Transit only if the modification is received prior to the Proposal Due Date, is requested by Connect Transit, or is made in response to a request for revised Proposal. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal prior to the Proposal Due Date by submitting to Connect Transit, a written request for withdrawal executed by the offeror's authorized representative. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal in the time set for receipt of bids.

Any Proposal or modification of Proposal received at Connect Transit office designated in the solicitation after the exact time specified will not be considered.

1.16 Errors and Administrative Corrections

Connect Transit will not be responsible for any errors in Proposals. Connect Transit reserves the right to request an extension of the procurement period from Proposers.

Connect Transit 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.

1.17 Compliance with RFP Terms and Attachments

Connect Transit 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, however, if exceptions are being taken, they should be clearly defined in writing with your Proposal. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

1.18 Proposal Requirements/ Mandatory Required Documentation

Proposals shall contain the following items and follow the exact sequence outlined below. Connect Transit will not respond to any Proposer's request for approval or exception unless the required documentation is furnished.

1. Cover Letter, providing the following information:
Identification of the Proposer(s), including name, address and telephone number of the appropriate contact person at each company.
2. Cost Proposal Form: Signature of a person authorized to bind the proposing firm to the terms of the Proposal
3. Equal Opportunity and Disadvantaged Business Enterprise requirements and documentation forms must be submitted.
4. Certification that Proposer conforms to standards included in CFR 49, Part 23.67 as well as any other appropriate Disadvantaged Business Enterprise standards of the Federal Transit Administration (FTA).
6. Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion (Prime and Lower Tier)
7. Disadvantaged Business Enterprise Approval Certification.
8. RFP Cover Page and Attachments (Attachments A-R)

CAUTION: Proposers are advised to submit any additional information as may be necessary to ensure the Proposal is complete

1.19 Collusion

The Proposer guarantees that the Proposal submitted is not a product of collusion with any other Proposer, and no effort has been made to fix the Proposal price of any Proposer or to fix any overhead, profit, or cost element of any Proposal price (Attachment F-Conflict of Interest Certification). Failure to submit the signed affidavit at the time Proposals are due shall be grounds for disqualification of the Proposer's offer.

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

1.20 Pricing, Taxes, and Effective Date

The price to be proposed in any Proposal will include all items of labor, materials, tools, equipment, delivery, bonds, and other costs necessary to fully meet the requirements of Connect Transit. 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.

Connect Transit 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 price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

1.21 Rejection of Proposals

Connect Transit reserves the right to reject any or all Proposals and waive any minor informalities or irregularities.

1.22 Exclusionary or Discriminator Specifications

Connect Transit 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. Connect Transit further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1.23 Protest Procedures

Connect Transit maintains written procedures that must be followed for all Proposer protests. Proposer protest procedures are available at the office of the Procurement Department. Failure to comply with any of the requirements set forth in Connect Transit's written Proposer protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Proposals; if the protest addresses and amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Proposals or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of Proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties

given notice of the protest and posted to Connect Transit's procurement web page.

Protests related to the recommendation for Contract award, shall be submitted in writing, must be received by Connect Transit within five (5) calendar days after the date such notification is publicly posted or sent to the Proposers, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Procurement Department may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

A protestor may file a protest with FTA only after exhausting all administrative remedies provided by Connect Transit, on the basis described in FTA Circular 4220.1F, Chapter VII, Sec. 1.b.

1.24 Proposal Alternatives (Does not apply to this Procurement)

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

1.25 DBE Goal

Connect Transit does not have a DBE goal for the procurement.

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

2.1 General

Proposals will be evaluated and selected using the criterion and processes explained herein. Offerors are hereby on notice that the lowest dollar cost Proposal may not always be awarded the contract. Any and all deviations, clarifications, reservations, and additional or contradictory terms included in a Proposal may result in rejection, at Connect Transit's discretion. Further, Connect Transit reserves the right to waive minor defects or irregularities in a Proposal.

Connect Transit shall employ a firm fixed unit price contract in making the award for this procurement. The contract shall be awarded to the lowest responsive and responsible proposer based on the lowest price.

2.2 Eligibility for Award

To be eligible for award, Proposers must be responsive and responsible.

- A. A Responsive Proposer is those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Proposers are those prospective Contractors who, at a minimum, must:
 - a. have sufficient financial strength and resource and capability to finance the work to be performed and complete the contract in a satisfactory manner.
 - b. comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

- c. have a satisfactory performance and integrity on past and current contacts. Examples of ways to demonstrate this are as follows:
 - i. References from past and current clients.
 - ii. Awards and accolades based upon similar past and current projects.
- d. have necessary technical capability to perform.
- e. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
- f. are qualified as a manufacturer or regular provider of the equipment being offered.
- g. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2.3 Proposal Evaluation Criteria

Technical proposals will be evaluated based on the following criteria as well as any other criteria the Search Committee deems applicable:

C. Experience Record

Connect Transit requires that the Proposers possess recruiting expertise and a proven track record in filling executive-level positions at all levels of transit organizations, and large private corporations.

- a. Number of executive-level placements achieved in the transit and/or transportation sectors, or private corporations over the past thirty-six (36) months, providing:
 - i. Position title
 - ii. Position level
 - iii. Marketing/Sourcing Profile per position
 - iv. Job Description demonstrating similar scope and complexity of role
 - v. Organization (name, size, industry)
 - vi. Type of Search (Retained/Contingent)
 - vii. Interviewed Candidate Pool (number & diversity)
 - viii. Date of award and date of placement
- b. Number and percent of total placement and annual earnings attributable to placements at executive levels
- c. Number and percent of placements in transit and/or transportation sectors vs private corporations
- d. Number of required replacements in the past thirty-six (36) months
 - i. Position title
 - ii. Position level
 - iii. Organization
 - iv. Reason for Replacement
- e. Description of searches conducted on behalf of Executive Boards

D. Key Personnel

Proposing Agency should identify a project/account manager who will be responsible for the overall administration of the Agreement and for ensuring that the contract services will be implemented as required by Connect Transit.

Proposer shall submit a resume for the proposed account manager. Resume shall be complete, concise, and accurate, featuring all relevant job experience over the past 10 years in recruiting executive-level positions in areas such as transit and/or transportation or private corporations and applicable educations and certifications.

E. Sourcing Methodology

Proposer shall identify its methodology for the performance of the task order. The work plan should include:

- a. A detailed description of the methodology for filling the position
- b. A timeline clearly indicating how much time the Proposer will need to execute the search methodology with a target hire start date.
- c. Description of any proprietary tools or substantial procedural innovations used by the Proposer on similar projects that may be used for the Connect Transit search.

F. Organizational Profile

A concise description of the Proposer including:

- a. Organizational structure, subsidiary companies, identification of principals or parent companies
- b. Length of time in business
- c. Office location(s)
- d. Size and overall number of personnel by discipline

If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this project.

2.4 Single Proposal Response

If only one Proposal is received in response to the RFP, a sample of three (3) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal in order to determine if the price is fair and reasonable.

2.5 Contract Award

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

2.6 Execution of Contract and Notice to Proceed

Upon authorization by Connect Transit's Board of Trustees, or designee, a Contract will be issued. The Proposer to whom Connect Transit intends to award the Contract shall sign the Contract and return it to Connect Transit. Upon receipt by Connect Transit of any required documentation and submittals (What submittals, bonds, insurance etc.) by Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order if appropriate may serve as the Notice to Proceed.

2.7 Public Disclosure of Proposals

Connect Transit is subject to the Illinois Freedom of Information Act. Therefore, the contents of this IFB and the Contractor's Proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all Proposals submitted to Connect Transit will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's Proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the

Illinois FOIA. It is Connect Transit'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 Connect Transit.

2.8 Conflicts of Interest and Non-Competitive Practices

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

2.9 Conflicts of Interest – Current and Former Employees

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

All Proposers who anticipate contracting with Connect Transit must identify at the time of offer, such current or former Connect Transit employees involved in preparation of Proposals or the anticipated performance of the work or services if awarded the Contract. Should this be added as an attachment? Failure to identify former Connect Transit employees involved in this transaction may result in Connect Transit's denying or terminating this Contract. In addition, after award, Proposer or firm is responsible for notifying Connect Transit's Procurement Department of current or former Connect Transit employees who may become involved in the Contract any time during the term of the Contract.

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

SECTION 3 – STANDARD CONTRACTUAL TERMS & CONDITIONS

3.1 Administration

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

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

3.2 Notification of Delay

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

3.3 Requests for Time Extension

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

3.4 Contract Changes

Any proposed change in the contract will be submitted to Connect Transit for its prior written approval and Connect Transit will make the change by a Change Order. Connect Transit may, at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. No oral order or conduct by Connect Transit will constitute a Change Order unless confirmed in writing by Connect Transit.

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

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

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

3.5 Change Order Procedure

- A. Contractor Changes: Any proposed change in this Contract shall be submitted to Connect Transit's Procurement Department for approval.
- B. Written Change Orders: Oral change orders are not permitted. No change in this Contract shall be made unless Connect Transit's GM or Procurement Department gives prior written approval therefore. Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by Connect Transit's GM.
- C. Change Order Procedure: Within 15 days after receipt of the written request to modify the Contract, the Contractor shall submit to Connect Transit's Procurement Department a detailed price and revised schedule for the work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and Connect Transit's Procurement Department. 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 3-17, Disputes, Claims and Appeals. Regardless of any disputes, the Contractor 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 Connect Transit and Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of Proposal opening and the date of contract performance. Such price adjustment may be modified where required.

3.6 Instructions by Unauthorized Third Persons

In accordance with subsection 3.4, Contract Changes, of the solicitation, Connect Transit's GM or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

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

3.7 Cost or Price Analysis

Connect Transit reserves the right to conduct a cost or price analysis for any purchase. Connect Transit may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the

projection of data to determine the effect on Proposal prices. Connect Transit may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow Connect Transit to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement and Connect Transit 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, Connect Transit reserves the right to reject the single Proposal. Contract change orders or modifications will be subject to a cost analysis.

3.8 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, Connect Transit may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with Connect Transit's rights to terminate for convenience or default.

3.9 Force Majeure

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

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

3.10 Taxes, Licenses, Laws, and Certificate Requirements

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

Contractor will give all notices and comply with all federal, state, local and Connect Transit 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 Connect Transit in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to Connect Transit certificates of compliance

with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

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

3.11 Defective Work, Materials or Services

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

3.12 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 Connect Transit shall not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under this Contract or in law.

3.13 Assignment

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

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

3.14 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Connect Transit, Contractor shall indemnify, defend and hold harmless Connect Transit, 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 Connect Transit with, or incident to the goods and/or services provided by or on behalf of Contractor. In addition, Contractor shall, at Connect Transit's option, assume the defense of Connect Transit and its officers and employees in all legal or claim

proceedings arising out of, in Connect Transition with, or incident to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by Connect Transit on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against Connect Transit by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects Connect Transit only, under any industrial insurance act, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless Connect Transit, 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 Connect Transition with Contractor's provision of goods and/or services under this Contract. Notwithstanding anything provided in this section, Connect Transit retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including attorney's fees, expert witness fees, and court costs.

3.15 Applicable Law and Forum

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

3.16 Attorney Fees

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

3.17 Disputes, Claims and Appeals

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

In the event Contractor disagrees with any determination or decision of the Procurement Department, Contractor 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 Connect Transit and Contractor that are not resolved between the Procurement Department and/or GM and Contractor or through alternative dispute resolution, will be decided pursuant to Paragraph 3-18 below.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Procurement Department 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 Connect Transit.

3.18 Mediation and Arbitration

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

3.19 Nonwaiver of Breach

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

3.20 Use of Connect Transit's Name in Contractor Advertising or Public Relations

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

SECTION 4 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS**4.1 Type of Contract**

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

4.2 Contract, Contract Documents and Precedence

The documents (including portions of the IFB) and material therein, listed below constitute the complete contract (referred to throughout the solicitation as the "Contract") between Connect Transit and Proposer are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- A. Any required federal regulations that may not be altered by Connect Transit;
- B. Purchase order; (or Contract)
- C. Contract amendments;
- D. Solicitation and all issued addenda and approved equals;
- E. Any optional federal regulations elected by Connect Transit as expressly set forth herein;
- F. Clarifications of and amendments to Contractor's Proposal as accepted by Connect Transit; and

- G. Contractor's Proposal and Attachments, and all clarifications and amendments issued prior to contract award.

4.3 Contract Term

The term of any Contract arising from this IFB shall begin with the execution of the contract and end after one (1) year.

4.4 Contract

A contract shall be issued referencing this solicitation. The contract shall define and authorize the work by Contractor based on the prices agreed to by Connect Transit. The contract issued by Connect Transit may reflect agreed to modification of contract terms, funding, or other matters subject to subsection 3-4, Contract Changes.

4.5 Payment Procedures

Progress Payments for construction shall be made after presentation of Contractor's invoices to Connect Transit. Such invoices shall be computed in accordance with the construction schedule agreed to by Connect Transit and Contractor. The Contractor shall invoice Connect Transit no more frequently than once every 30 days for the work completed, less ten (10) percent of the amount billed as a retention as an assurance that the Project will be completed and accepted. Connect Transit will make the final determination in determining the percentage of the work completed in approving partial payments.

Each invoice shall contain Contractor's list of work completed. Contractor agrees to supply with each invoice, additional information as may be requested by Connect Transit.

Connect Transit may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. Connect Transit may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable.

Within ten (10) working days after receiving payment from Connect Transit, Contractor shall pay each sub-consultant, subcontractor, vendor or material supplier (collectively "Subcontractors") all amounts due and invoiced by the subcontractor and paid to the Contractor by Connect Transit.

Invoices should be submitted to:

Connect Transit
351 Wylie Drive
Normal, IL 61761
Attn: Brady Lange

4.6 Advance Payment Prohibited

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

4.7 Shipping Charges (This section does not apply to this Procurement)

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

4.8 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 Connect Transit shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.

- B. Warranty: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against Contractor's suppliers, vendors, distributors, and subcontractors. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Connect Transit by Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor's full compliance with its obligations under this Contract. Contractor shall cooperate with Connect Transit in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

4.9 Express Warranties for Services

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

4.10 Warranty Remedies

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

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

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

4.11 Independent Status of Contractor

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

benefit, which would accrue to an employee.

4.12 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:

To Connect Transit:

Connect Transit
General Manager
351 Wylie Drive
Normal, IL 61761

With a copy to: Procurement Department

To Contractor: (To be determined)

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

4.13 Nondisclosure of Data

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

4.14 Non-Disclosure Obligation

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

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

4.15 Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final

payment is made on this Contract, Contractor shall, if requested by Connect Transit, furnish acceptable proof of a proper release from all such fees or claims.

4.16 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 3-5, Change Order Procedure.

4.17 Counterparts

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

4.18 Contractual Relationships

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

SECTION 5 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

5.1 No Federal Government Obligations to Fraud

Proposer agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub recipient, any third-party Proposer or firm, or any person not a party to the Grant Agreement or Cooperative Agreement in Connect Transition with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub agreement, or third-party contract, the Federal Government has no obligations or liabilities to any party, including any sub recipient or any third-party Proposer or firm.

5.2 False or Fraudulent Statements or Claims

The Proposer or firm acknowledges and agrees as follows:

- A. The Proposer or firm recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in Connect Transition with the Project. Accordingly, by signing the contract, the Proposer or firm certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, the Proposer or firm also acknowledges that if it makes 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, as amended, on the Proposer or firm to the extent the Federal Government deems appropriate.
- B. The Proposer or firm also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government in Connect Transition with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on the Proposer or firm the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1), to the extent the Federal Government deems appropriate.

5.3 Access to Records and Reports

In accordance with 49 U.S.C. Section 5325(a) the Proposer or firm agrees to provide Connect Transit, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Proposer or firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Proposer or firm agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 Proposer or firm agrees to maintain same until Connect Transit, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, 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).

The Proposer or firm agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor or firm who will be subject to its provisions.

5.4 Federal Changes

Proposer or firm 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 (Form FTA MA (9) dated October 2002) between Connect Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Proposer or firm's failure to so comply shall constitute a material breach of this contract.

5.5 Civil Rights Requirements

- A. Nondiscrimination in Federal Transit Programs – Proposer or firm agrees to comply, and assures the compliance of each subcontractor or firm, with the provisions of 49 U.S.C. section 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- B. Nondiscrimination – Title VI of the Civil Rights Act – Proposer or firm agrees to comply, and assures the compliance of each subcontractor or firm, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of Civil Rights Act,” and 49 CFR Part 21, and any implementing requirements FTA may issue.
- C. Equal Employment Opportunity – The Proposer or firm agrees to comply, and assures the compliance of each subcontractor or firm, with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity requirements include, but are not limited to, those listed in the

Master Agreement (Form FTA MA (12) dated, 2005) Section 12c (1) between CONNECT TRANSIT and FTA.

- D. Access Requirements for Persons with Disabilities – The Proposer or firm agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Proposer or firm also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with 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, including any subsequent amendments to that Act. In addition, Proposer or firm agrees to comply with all applicable requirements of those regulations and any subsequent amendments listed in the Master Agreement (Form FTA MA (12) dated October 2005) Section 12g between CONNECT TRANSIT and FTA.
- E. The Proposer or firm 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.

5.6 Disadvantaged Business Enterprise (DBE)

The Federal Fiscal Year goal has been set by in an attempt to match projected procurements with available qualified disadvantaged businesses. DBE's goals for Disadvantage Business Enterprises have been established and set forth by the Department of Transportation Regulations 49 CFR Part 26 and is considered pertinent to any contract resulting from this Request for Qualifications.

If a specific DBE goal is assigned to this contract, it will be clearly stated in this document and in the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, may declare the Contractor noncompliant and in breach of the contract. If a goal is not stated in the Proposal documents, it will be understood that no specific goal is assigned to this contract.

- A. Policy – It is the policy of the Department of Transportation and that Disadvantage Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of to:
- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - Create a level playing field on which DBEs can complete fairly for DOT-assisted contracts;
 - Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
 - Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
 - Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In

this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to complete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of Connect Transit to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Connect Transit procurement activities is encouraged.

- B. DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to complete for and perform contracts.
- C. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, Connect Transit may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the Proposal and are also listed in Connect Transit’s Disadvantaged Business Enterprise Program document.
- D. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from. In addition, the contractor may not hold retainage from its subcontractors.
- E. The contractor must promptly notify, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Connect Transit.

5.7 Energy Conservation

Proposer or firm agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Subsection 6321 *et seq.*

5.8 Certification Regarding Debarment, Suspension and Other Responsibility Matters

- A. Contractor agrees to comply, and assures the compliance of all subcontractors, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Governmentwide Debarment and Suspension (Nonprocurement),” within 49 CFR Part 29.
- B. By signing and submitting a Proposal, the prospective primary participant (i.e., Proposer) is providing a signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered transactions (Attachment F). The signed certification must be submitted with the Proposal.
- C. The inability of a person to provide the required certification will result in denial of participation in this covered transaction.

- D. The certification in this clause is a material representation of fact upon which reliance is placed when Connect Transit enters into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Connect Transit may terminate this transaction for cause of default.
- E. The prospective primary participant shall provide immediate written notice to Connect Transit if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. The terms “covered transaction,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “Proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- G. The proposer agrees by submitting this Proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Connect Transit.
- H. The prospective primary participant further agrees by submitting this Proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by Connect Transit and included with these specifications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- I. A participant in a covered transaction must rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Proposers shall submit with their Proposals, Attachment F, if a lower tier participant is part of the Proposal. Each participant must check the Nonprocurement List issued by U.S. General Services Administration.
- J. The proposer further agrees that it and its affected subcontractors will provide immediate written notice if at any time the proposer learns that their subcontractor’s certification was erroneous when submitted or has become erroneous because of changed circumstances.
- K. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- L. Except for transactions authorized under subdivision (F) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Connect Transit may terminate this transaction for cause or default.

5.9 Disputes, Breaches, Defaults, or Other Litigation

- A. The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the project. Accordingly:
- B. Notification to FTA – Connect Transit shall notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government’s interests in the project or the Federal Government’s administration or enforcement of Federal laws or regulations. If Connect Transit seeks to name the Federal Government as a party to litigation for any reason, in any forum, Connect Transit shall inform FTA before doing so.
- C. Federal Interest in Recovery – The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the project, of proceeds derived from any third-party recovery, except that Connect Transit may return any liquidated damages recovered to its project account in lieu of returning the Federal share to the Government.
- D. Enforcement – Connect Transit agrees to pursue all legal rights provided within any third-party contract.
- E. FTA Concurrence – FTA reserves the right to concur in any compromise or settlement of any claim involving the project and Connect Transit.
- F. Alternative Dispute Resolution – FTA encourages Connect Transit to use alternative dispute resolution procedures, as may be appropriate.

5.10 Disclosure of Lobbying Activity

- A. Contractor agrees that it will not use Federal assistance funds to support lobbying.
- B. Contractor agrees to comply, and assure the compliance of subcontractors, with U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.
- C. Contractor agrees to comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.
- D. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any employee of any agency, member of congress, or an officer or employee of congress in Connect Transition with any of the following covered federal actions: the awarding of federal grants; the making of any federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- E. Each proposer is required to review the above regulations and submit a certification of compliance with federal lobbying regulations (Attachment R). Pursuant to federal regulations, the proposer is required to have all subcontractors providing more than \$100,000 in services to also complete this certification, to be included with the Proposal.

5.11 Termination

- A. Termination for Convenience
The performance of work under this Contract may be terminated by in accordance with this clause

in whole, or from time to time in part, whenever Connect Transit's GM shall determine that such termination is in its best interest. Any such termination shall be affected by delivery to Proposer or firm of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by Connect Transit's GM, Proposer or firm shall:

1. stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. assign Connect Transit, in the manner at the times, and to the extent directed by Connect Transit's GM, all of the rights, title, and interest of Proposer or firm under the orders and subcontracts so terminated, in which case Connect Transit shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Connect Transit's GM, to the extent he may require which approval or ratification shall be final for all the purposes of this clause;
6. transfer title to Connect Transit and deliver in the manner at the times and to the extent if any, directed by Connect Transit's GM then, work in process, completed work, supplies, and other material produced as part of, or acquired in Connect Transit with the performance of the work terminated, and the completed or partially completed plans, information and other property which, if the Contract had been completed, would have been required to be furnished to Connect Transit;
7. use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by Connect Transit's GM, any property of the types referred to above, provided, however, that Proposer or firm shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by Connect Transit's GM, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by Connect Transit to Proposer or firm under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as Connect Transit's GM may direct;
8. complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and take such action as may be necessary, or as Connect Transit's GM may direct, for the protection or preservation of the property related to this Contract, which is in the possession of Proposer or firm and in which Connect Transit has or may acquire an

interest.

Settlement of claims under this Termination for Convenience clause shall be in accordance with paragraphs © through (m) of the clause contained in the Federal Acquisition Regulation (FAR) Part 52, subpart 52.249-2, except that wherever the word “Government” or “Contracting Officer” appears it shall be deleted and the words “Connect Transit” shall be substituted in lieu thereof.

B. Termination for Breach or Default

Connect Transit may, by written notice of default to Proposer or firm, terminate the whole or any part of this Contract if Proposer or firm fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or Proposer or firm fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as Connect Transit’s GM may authorize in writing) after receipt of notice from Connect Transit’s GM specifying such failure.

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

Except with respect to defaults of subcontractor, Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of Proposer or firm. Examples of such clauses include (1) Acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Proposer or firm. If the failure to perform is caused by the default of a subcontractor or firm at any tier, and if such default arises out of causes beyond the control of Proposer or firm and subcontractor or firm, Proposer or firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor or firm were obtainable from other sources in sufficient time to permit Proposer or firm to meet the required delivery schedule.

In the event of any termination, Connect Transit shall pay the agreed rate only for services delivered up to the date of termination. Connect Transit has no obligation to Proposer or firm, of any kind, after the date of termination. Proposer or firm shall deliver all records, equipment, and materials to Connect Transit within five (5) working days of the date of termination. Failure to agree will be a dispute under subsection 3-19, Disputes, Claims and Appeals. Connect Transit may withhold from these amounts any sum Connect Transit determines to be necessary to protect Connect Transit against loss, because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Contract is served under the provisions of this clause, it is determined for any reason that the Proposer or firm was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and

obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for convenience of Connect Transit.

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

C. Opportunity to Cure

1. Connect Transit in its sole discretion may, in the case of a termination for breach or default, allow Proposer or firm thirty (30) 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

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

D. Waiver of Remedies for any Breach

3. In the event that Connect Transit elects to waive its remedies for any breach by Proposer or firm of any covenant, term or condition of this Contract, such waiver by Connect Transit shall not limit Connect Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5.12 Incorporation of 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 4220.1F, dated November 1, 2008, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Connect Transit requests which would cause Connect Transit to be in violation of the FTA terms and conditions.

5.13 Clean Water

The Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1378. Specifically:

- a. The Contractor agrees to protect underground sources of drinking water consistent with the provisions of Safe Drinking Water Act of 1974, as amended, 42 §§ 300f through 300j-6.
- b. The Contractor agrees to comply with the notice of violating facility provisions of Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

- c. The Contractor agrees to report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- d. The Contractor shall include these requirements in each subcontract exceeding \$100,000, issued pursuant to this contract.

5.14 Clean Air

The Contractor agrees to comply and shall assure subcontractors' compliance with all applicable regulations, standards, or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. In addition:

1. The Contractor agrees to comply with the applicable requirements of section 176© of the Clean Air Act 42 U.S.C. § 7506©, consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act", 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans" 40 C.F.R. Part 93. All equipment provided under this contract shall be designed and equipped to limit air pollution in accordance with EPA regulations.
2. The Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the work: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.
3. The Contractor agrees to comply with the notice of violating facility provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
4. The Contractor shall include these requirements in each subcontract exceeding \$100,000; issued in relation to this contract.

The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

5.15 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Davis-Bacon and Copeland Anti-Kickback Acts

- (1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

period that additional time is necessary.

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

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(2) **Withholding** - Connect Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Connect Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) **The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Connect Transit for transmission to the Federal Transit Administration. The**

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

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a

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

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

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

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

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

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

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

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

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

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

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

5.16 Bonding Requirements

a. Proposal Security

5.17 Performance and Payment Bonding Requirements

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

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of Connect Transit.
2. Connect Transit may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- b. Payment bonds
 - 1. The Penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million

5.18 Buy America Requirements

In the performance of this Contract, Contractor agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and with implementing guidance FTA may issue.

The equipment to be purchased with this Request for Proposal is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661. The proposer shall complete the Buy America Certification (Attachment O) made part of this Request for Proposal and certify that the products subject to this section used in Connect Transition with this contract will comply with the requirements of Section 165 and the regulation as set forth. This certification must be submitted as part of the Proposal. A Proposal will be considered non-responsive if the Buy America Certificate is not submitted. A false certification is a criminal act and in violation of 18 U.S.C. 1001. Willful refusal to comply with the certification by a Contractor may lead to initiation of debarment proceedings under 49 CFR Part 29.

5.19 ADA Access

Contractor must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973.

5.20 Contractor Work Hours and Safety Standards Act

The Contractor agrees to comply with and shall assure compliance of all subcontractors with applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, and implementing USDOL regulations, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5.

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Procuring Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

5.21 Prevailing Wage

The prevailing wage rates of the State of Illinois apply to this contract as do any requirements of the State of Illinois associated with the use of these State Prevailing Wages.

The prevailing wage rates of the Department of Labor apply to this project. The Labor Standards Provisions found at 29 CFR 5.5(a) apply to this project if the prevailing wage rates of the Department of Labor apply. If the contract cost is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) also applies.

The most current McLean County Prevailing Wage will apply.

5.22 Veterans Preference

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

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

SECTION 6 – IDOT REQUIREMENTS

Requirements for the State of Illinois

A. Product Restrictions (Procurement and Construction)

Description shall not, in competitive procurements, contain features that unduly restrict competition. “Brand name or equal” description may be used only as a means to define the performance or other salient requirements of a procurement, and when it is so used, the specific features of two brand names which must be met by offerors should be clearly specified.

B. Exclusion of Procurement (Construction Only)

Specifications and bidding documents for building construction shall include only that work and the furnishing of those items necessary to the construction. Items that are integral to the construction, such as garage lifts, may be included. However, items such as shop equipment, office equipment or furniture, or others not considered being “real estate” should be bid separately, as procurements.

C. Rejection of Proposals / Proposer

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

D. Financial Assistance

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

(i)

E. Interest of Members of 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.

F. Prohibited Interests

No member, or officer, or employee of the Connect Transit 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.

G. Contract Changes

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

H. Subcontracts

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

I. Equal Employment Opportunity

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

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or 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 / women are underutilized and will take appropriate action to rectify such under-utilization.

(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 be reasonable to 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, marital status, 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

organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other resources 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 clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

J. Specific Clauses for Motor Vehicle Procurements Only

Motor vehicles shall meet local, state, and federal regulations on air pollution, noise, and safety.

K. Specific Clauses Service and Construction Contracts Only

(1) *Audit and Inspection of Records:* The Contractor shall permit the authorized representatives of the Connect Transit and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

(2) *Assignment:* Assignment of any portion of the work by subcontract must be approved in advance by the Connect Transit.

(3) *Retention of Records:* The contractor shall maintain records to show actual time devoted and cost incurred.

(4) *Ownership of Records:* The Connect Transit shall retain ownership of all plans, specifications, and related documents.

L. Specific Clauses Construction Contracts Only

(1) *Government Inspection:* Representatives of the State of Illinois shall have access to the site of construction and shall have the right to inspect all project works.

(2) Insurance: The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Illinois Department of Transportation and the Connect Transit.

The Contractor shall carry Builders' Risk Insurance, including fire and extended coverage, on 10 percent of the completed value of the insurable portion of construction. Such insurance coverage is required to remain in effect until the construction has been accepted by the Connect Transit.

(3) Prime Contractor Participation: The prime contractor shall perform on the site, with his own staff, work equivalent to at least 10 percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction at the work site.

(4) Warranty of Construction: For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the Contractor warrants that work Performed under this Contract confer the Contract requirements and is free of any defects of equip material, or workmanship performed by the Contractor or subcontractors or suppliers.

M. Performance Bond (Construction Contracts in Excess of \$100,000 Only)

The Contractor shall furnish a performance bond in an amount equal 100 percent of his contract price.

N. Certified Payroll

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

O. Project Sign

"The Contractor shall erect and maintain signs satisfactory to the Illinois Department of Transportation identifying the project and indicating state participation." (Sign specifications can be found in the Appendix).

P. 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.

Q. Contract Period

The contract period for this procurement shall start with the signing of the contract and end upon receipt.

R. Termination

Connect Transit shall have the right to terminate this Agreement at any time by giving written notice to the Contractor as outlined in Section 6.13 "Termination". Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

In the event of any termination, Connect Transit shall pay the agreed rate only for services delivered up to the date of termination. Connect Transit has no obligation to Proposer or firm, of any kind, after the date of termination. Proposer or firm shall deliver all records, equipment, and materials to Connect Transit within five (5) working days of the date of termination.

S. Compensation

The CONTRACTOR agrees to perform all the construction included in Section 2 of this Agreement, in accordance with the cost information provided in its Cost Proposal included in Attachment Q, which shall include all labor, materials, profit, overhead, insurance, and other costs and expenses incurred by the Contractor. All work will be accomplished under Prevailing Wage Determination attached.

T. Termination

Connect Transit shall have the right to terminate this Agreement at any time by giving written notice to the Contractor as outlined in Section 6.13 "Termination". Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

In the event of any termination, Connect Transit shall pay the agreed rate only for services delivered up to the date of termination. Connect Transit has no obligation to Proposer or firm, of any kind, after the date of termination. Proposer or firm shall deliver all records, equipment, and materials to Connect Transit within five (5) working days of the date of termination.

U. Disclosure of Lobbying Activity

- a. Contractor agrees that it will not use State assistance funds to support lobbying.
- b. Contractor agrees to comply, and assure the compliance of subcontractors, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Contractor agrees to comply with State statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.
- d. No appropriated funds may be expended by the recipient of a state contract, grant, loan, or cooperative agreement to pay any employee of any agency, member of congress, or an officer or employee of congress in Connect Transition with any of the following covered federal actions: the awarding of federal grants; the making of any federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Each proposer is required to review the above regulations and submit a certification of compliance with federal lobbying regulations (Attachment R). Pursuant to federal regulations, the proposer is required to have all subcontractors providing more than \$100,000 in services to also complete this certification, to be included with the Proposal

SECTION 7 – PROJECT SCOPE

7.1 General Manager Job Summary

In accordance with the provisions of the Intergovernmental Agreement between the City of Bloomington and the Town of Normal and the policy direction of the Board of Trustees, the General Manager assumes full responsibility for the administration of the business affairs of the Bloomington Normal Public Transit System. Provides leadership as the public face of the organization. Manages a complex and diverse organization with responsibility for delivering the highest level of service to customers, the highest level of return on taxpayer investment and the positive public perception of the transit system and its service brands. Implements the transit system's objectives and cultivates and maintains positive and productive relationships with local, state, and federal units of government, organized labor and other community stakeholders.

7.2 Scope of Work

Connect Transit is seeking proposals for the recruitment and selection of qualified executive candidates who will provide the following services on an as needed basis:

A. Organization of the Search

- a. Assistance in reaching concurrence on Connect Transit's behalf regarding needs and characteristics needed for the position in question.
- b. Provide guidance in the organization and monitoring of the search process, including refinement of the position advertisement
- c. Meet with members of the Board of Trustees, Connect Transit leadership, and key stakeholders to gain an understanding of the company's history and culture, structure and operations, and strategic direction
- d. Identify and develop roles and responsibilities for all phases of the search process
- e. Assist in the development of a communications plan for the search
- f. Provide regular progress reports to the Search Committee

B. Company Analysis Needs

- a. Evaluate the competitive strengths and weaknesses of the national market for the position opening.
- b. Identify key opportunities and challenges that Connect Transit faces, and the type of leadership needed to fill the position.
- c. Assistance in outlining the conditions of employment
 - i. Develop written information about the position and the company, including a position specific document that identifies the basic responsibilities, reporting relationships, desirable experience and professional characteristics required of candidates,
- d. Conduct any offer contingent reference, background, and other pre-employment checks.

C. Recruitment of Candidate Pool

[50]

- a. Develop a strategy for implementing recruitment (including submission and name of various publications, both hard copy and electronic format, in which the position will be advertised), and identifying potential contacts through personal outreach
- D. Candidate Evaluation and Selection**
- a. Collaborate with Search Committee and key personnel in the evaluation and identification of finalists
 - b. In coordination with the Search Committee, screens/reviews resumes for background and qualifications followed by telephone or in-person interviews as needed
- E. Candidate Vetting and Interviews**
- a. Interviews with semifinalists; video conferencing or in-person
 - b. In-depth reference checks with individuals who are or have been in the position to evaluate the candidates' performance on the job.
 - c. Debriefing the Search Committee following interviews and identify additional candidates if necessary
- F. Appointment and Facilitation**
- a. Notify candidates that were not selected
 - b. Assist the Search Committee in structuring the job offer, and employment package
 - c. Reinitiate additional executive searches, at no fee to Connect Transit, if successful candidate leaves (via resignation or termination with or without cause) the employment of Connect Transit within one year of placement
 - d. The Search Committee and the selected vendor will be required to keep all information about the candidates confidential unless otherwise required by law
- G. Additional Work**
- a. Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

7.3 Submission Deliverables

In response to this RFP please provide all the information requested, and tabbed as follows:

A. Organizational Support and Experience

This section shall contain all the pertinent information relating to Proposer's organization, personnel and experience that would substantiate the firm's qualifications and capabilities to perform the service required by the scope of this RFP. Please provide all the information requested and tabbed as follows:

- a. Provide the firm name, address, and the names, contact information (addresses, telephone and email addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving Search Committee on a day-to-day basis.
- b. Provide a brief history on your firm, specifically discussing your firm's experience with public transportation.
- c. Provide three references from public transportation from current and/or past clients and discuss the services you have provided or are currently providing to them.
- d. Provide a list of all clients lost within the last three years which includes:

- i. A contact name and telephone number
 - ii. Length of service at the account
 - iii. Reason for the loss
- e. Describe any pending, concluded or threatened litigation, administrator proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or owners, principals or employees of your firm for the past five (5) years. Describe the nature and status of the matter and the resolution, if concluded. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or debarment) imposed on your firm or any of its personnel by any regulator or licensing agencies. Please include a description of the reasons for the sanctions or penalties and whether such sanctions or penalties are subject to appeal. Please describe any potential conflict that may affect your service to Connect Transit.
- f. Describe your firm's policy relative to the prohibition of discriminatory employment practices, affirmative action, and equal opportunity employment.
- g. Provide all Forms and Attachments as detailed in Section 8 of this RFP.
- h. Oral/Video Presentation – Agencies who submit a proposal in response to this RFP may be required to give an oral or video presentation of their proposal to representatives of the Search Committee. If requested by the Search Committee, this will provide an opportunity for the agency to clarify or elaborate on the proposal but in no way change the Proposer's original proposal.

B. Financial Proposal

In addition to conducting technical evaluations of proposals, cost evaluations will be performed with reference to the following criteria:

- a. Proposers are instructed to provide a price/cost proposal that includes an all-inclusive fee either based on a lump sum fee or a percentage of negotiated salary of candidate.
- b. Provide a project timeline for the Scope of Work identified in Section 7.2.

SECTION 8 – ATTACHMENTS

Attachments begin on next page.

ATTACHMENT A VENDOR CHECKLIST

(to verify 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.

	Vendor <u>Check-Off</u>	Connect Transit <u>Check-Off</u>
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Ineligible Proposers Certification	_____	_____
Attachment E: Ineligible Proposers Certification (Lower Tier)	_____	_____
Attachment F: Conflict of Interest Certification	_____	_____
Attachment G: List of Subcontractors	_____	_____
Attachment H: Proposer’s Statement of Qualifications and Business References	_____	_____
Attachment I: Good Faith Effort	_____	_____
Attachment J: DBE Goal/Letter of Intent	_____	_____
Attachment K: DBE Affidavit	_____	_____
Attachment L: DBE Unavailable Certification	_____	_____
Attachment M: DBE Approval Certification	_____	_____
Attachment N: Buy America Certification	_____	_____
Attachment O: Davis Bacon/Prevailing Wage Act	_____	_____
Attachment P: Certification Regarding Lobbying	_____	_____
Attachment Q: Price Bid Sheet	_____	_____
Attachment R: Construction Agreement	_____	_____

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 bid.

SIGNED: _____

TITLE: _____

FIRM NAME: _____

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

ATTACHMENT C ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Provide number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Signature

Title

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION

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

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

Contractor (Name) _____ 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.

NAME OF AUTHORIZED OFFICIAL: _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

DATE: _____

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

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

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

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

NAME OF AUTHORIZED OFFICIAL: _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT F CONFLICT OF INTEREST CERTIFICATION

Conflict of Interest Certification

No employee, officer or member of the Board of Directors of Connect Transit shall solicit or be a party, directly or indirectly, to any contract between him/herself and any firm of which he/she is a partner, member or employee. Kinship shall extend to all parents, children, grandparents, grand-children, uncles, aunts, first cousins, nephews or nieces whether related by marriage or blood.

The contractor shall indicate below the names and kinship between the officers and/or principal beneficiaries of the firm bidding on this solicitation and any Connect Transit employee, officer or board member who may exercise any discretion over the letting, evaluating, awarding or administering of this solicitation and resulting contract:

PLEASE INDICATE ANY RELATIONSHIPS BELOW. **IF NONE EXIST, PLEASE SUBMIT THIS FORM FILLED OUT AS 'NONE EXIST'.**

Name _____	Kinship _____
_____	_____
_____	_____
_____	_____

NAME OF AUTHORIZED OFFICIAL: _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT G LIST OF SUBCONTRACTORS

The Proposer is required to furnish the following information. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Proposer in Connect Transit with the project in an amount in excess of one-half of one percent of the total amount of Proposer’s Grand Total Bid Price.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER & LICENSE TYPE	LOCATION/P LACE OF BUSINESS	ESTIMATED COST OF SUBCONTRACT (\$)	BUSINESS TYPE*	DESCRIPTION OF WORK
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

*1=DBE, 2=SBE only, 3=Other than Small

ATTACHMENT G PRIME CONTRACTOR AND SUBCONTRACTOR/SUPPLIER REPORT

Subcontractor/Subconsultant/Supplier/Firm Name, Address & Contact Information	Contractor's License Number (if applicable)	Portion of Work or Type of Materials/Supplies	Dollar Amount of Work/Materials/Supplies	Bid/Quote Accepted (Y/N)
Name:				
Address:				
Contact:				
Phone & Fax:				
Name:				
Address:				
Contact:				
Phone & Fax:				
Name:				
Address:				
Contact:				
Phone & Fax:				
Name:				
Address:				
Contact:				
Phone & Fax:				
Name:				
Address:				
Contact:				
Phone & Fax:				

Attach additional sheets as necessary

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s), and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with Connect Transit. I certify that the information included on this form is accurate and true.

Signature of Contractor or Authorized Representative

Title

Date

ATTACHMENT H

PROPOSER’S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Name Bidder _____

Address of Principal Officer _____

Are you an individual____, a partnership____, a corporation____, or a joint venture____?
(Check as applicable)

If a partnership, list names and addresses of partners, if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of ventures and if any venture is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

1. Are you licensed as a Contractor to do business in Illinois? _____

License No. _____

For the following questions, if a joint venture, give information for each of the ventures, by name. Attach additional sheets if necessary.

2. How many years has your organization been in business as a Contractor under your present business name: _____?

3. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

(a) As a general contractor? _____

(b) As a subcontractor? _____

4. Show all projects your organization has completed during at least the last five years in the following tabulation: If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work shows the sponsoring individual or company). Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom Performed	DBE Contract Goal	DBE Goal Contractor Performed

5. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, give details. Attach additional sheets if necessary.

6. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Scheduled Completion Date	For Whom Performed

7. References: Give only engineers, architects, or public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business	Phone
------	---------	----------	-------

8. References: The following bank or banks can provide references as to the financial responsibility of the Bidder: Attach additional sheets if necessary.

(a) Name of Bank: _____

Address: _____

City and State _____ Telephone _____

Officer Familiar with Bidder's Account: _____

(b) Name of Bank: _____

Address: _____

City and State _____ Telephone _____

Officer Familiar with Bidder's Account: _____

(c) Name of Bank: _____

Address: _____

City and State _____ Telephone _____

Officer Familiar with Bidder's Account: _____

9. References: The following surety company or companies can provide references as to the financial responsibility and general reliability of the Bidder: Attach additional sheets if necessary.

(a) Name of Surety Company: _____

Name of Local Agent (if different) _____

Local Address: Street _____

City and State _____ Telephone _____

Person Familiar with Bidder's Account: _____

(b) Name of Surety Company: _____

Name of Local Agent (if different) _____

Local Address: Street _____

City and State _____ Telephone _____

Person Familiar with Bidder's Account: _____

10. Is any litigation pending against your organization? _____

If so, give details. Attach additional sheets if necessary.



The undersigned Bidder represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that Connect Transit rely thereof in awarding the attached contract.

Signature of Bidder

Title

Date: _____, 202_____

ATTACHMENT I
GOOD FAITH EFFORT
(For information only – not to be returned)

1. CONNECT TRANSIT has not established a defined percentage contract goal on this contract. Therefore, a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder 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.
2. CONNECT TRANSIT will use the good faith efforts mechanism as required by 49 CRF part 26. It is up to CONNECT TRANSIT to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. CONNECT TRANSIT will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer has 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, CONNECT TRANSIT's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. CONNECT TRANSIT 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 makes an adequate good faith effort showing. The rule specifically prohibits CONNECT TRANSIT from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that CONNECT TRANSIT will consider as part of the proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty.
 - 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
 - d. participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

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

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

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



ATTACHMENT J Connect Transit DBE Goal DBE LETTER OF INTENT

To: _____
(Name of Prime Proposer)

The undersigned intends to perform work in Connect Transition with the above project as a DBE (check one)
_____ individual _____ corporation
_____ partnership _____ joint venture.

The Disadvantaged Business status of the undersigned is confirmed:
(a) on the reference list of Disadvantaged Business Enterprises dated _____, or
(b) on the attached Disadvantaged Business Enterprise Identification Statement.

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

At the following price:

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

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

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

Date _____

Name of Disadvantaged Business Enterprise

By _____



ATTACHMENT K DBE AFFIDAVIT

STATE OF _____ (Date _____)

COUNTY OF _____

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 DBE)

and certifies that since the date of its certification 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 offeror must attach the DBE’s most recent certification letter or document to this affidavit.

ATTACHMENT L DBE UNAVAILABLE CERTIFICATION

I, _____,
(Name) (Title)

of _____ certify that on _____
(Prime Proposer) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a bid for the following work items.

DBE Organization	Work Items Sought	Form of Bid 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 bid for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to bid on
 (Name of Disadvantaged Business Enterprise)

the above identified work on _____ by _____.
(Date) (Source)

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

 (Signature of Disadvantaged Business Enterprise)

 (Title)

Date: _____

ATTACHMENT M
DISADVANTAGED BUSINESS ENTERPRISE APPROVAL CERTIFICATION

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26.49, Participation by Disadvantaged Business Enterprise in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Date

ATTACHMENT N
BUY AMERICA CERTIFICATION
CERTIFICATE OF COMPLIANCE
(PLEASE ONLY SIGN ONE (1) OF THE FOLLOWING BELOW)

Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended and the applicable regulations in 49 CFR Part 661.

Certification requirement for procurement of construction.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

CERTIFICATE FOR NON-COMPLIANCE

Certification of Non-Compliance with Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165(b) (2) or (b) (94) of the Surface Transportation ACT of 1982 AND REGULATION IN 49 CFR 661.1.7.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

ATTACHMENT O

DAVIS BACON ACT / ILLINOIS PREVAILING WAGE ACT

The Contractor certifies compliance with the requirements of 49 U.S.C. 5333(a), the Davis-Bacon Act, 40 U.S.C. 276a through 276a(7)), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5, and Illinois Prevailing Wages on State Project Act in the performance of this Contact.

Contractor agrees to pay employees performing work pursuant to the Contract at a rate not less than the minimum wages specified in the applicable wage determination issued by the U.S. Secretary of Labor, and to pay said wages not less frequently than once a week.

Contractor agrees to submit certified payrolls, on the U>S> Department of Labor Payroll Form WH347, for this project. This form can be found at <http://www.dol.gov/whd/forms/wh347.pdf>. Each submission shall have the applicable wage determination attached thereto.

Connect Transit will not process invoices that are not in compliance with this Section or these regulations. Contract Transit’s failure to process improperly submitted invoices as set forth herein does not relieve Contractor from payment due to subcontractors pursuant to the terms of the Contract Section 4.5 “Payment”.

Certified payrolls (with the applicable wage determination attached) shall be sent with each invoice to:

Connect Transit
Procurement Department
351 Wylie Drive
Normal, IL 61761

Offeror hereby certifies compliance with wage regulations and invoice submission requirements.

Name of Offeror: _____

Signature of Offeror’s Authorized Official _____

Name and Title of Offeror’s Authorized Official _____

Date: _____

ATTACHMENT P CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in Connect Transition with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in Connect Transition with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

ATTACHMENT Q COST BID FORM

Bidders are directed to submit firm unit price for each location of Work set forth in the Contract Documents on the following form.

(Bid price must include all Bonds, freight, material, etc.). Please use the space below to insert costs. Additional cost sheets may be attached.

TOTAL: \$ _____

CONTRACTOR NAME _____

CONTRACTOR SIGNATURE _____

DATE _____

ATTACHMENT R SAMPLE AGREEMENT (DO NOT SIGN)

THIS AGREEMENT is made as of the _____ day of _____, 2020, by and between Bloomington-Normal Public Transit hereinafter Connect Transit and _____ (“Contractor”).

WHEREAS, Connect Transit desires to purchase professional services and has issued a Request for Proposals dated _____, 2020, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written Cost Proposal dated _____, 2020, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. REDITION OF SERVICES

The CONTRACTOR agrees to provide services to Connect Transit in accordance with the terms and conditions of this Agreement. CONTRACTOR and the Connect Transit agree to the afore-mentioned purchase pursuant to Connect Transit’s Request for Proposal documents, CONTRACTOR’S Proposal documents, to include the Connect Transit’s Request for Proposal Scope and Terms, Addendums, Warranties, (as amended by written Change Orders and Approved Equals and Exceptions), all other Contractual Provisions including the Connect Transit’s Contractual Provisions, that are made a part of this Agreement to Purchase. CONTRACTOR also agrees to comply with all terms and conditions prescribed for third party contracts, which are referred to in the financial assistance agreements between Connect Transit and the United States Department of Transportation, and between Connect Transit and the Illinois Department of Transportation, which made part of this Agreement to Purchase.

2. SCOPE OF WORK

The CONTRACTOR shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM OF AGREEMENT

The term of this Agreement will be for five (5) years commencing upon Connect Transit’s issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish Connect Transit with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

4. CONFIDENTIALITY

Any Connect Transit materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement (“confidential information”) shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in Connection with this Agreement, whether deemed confidential or not, without the approval of Connect Transit’s General Manager.

5. CHANGES

Connect Transit may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5.2 of the RFP. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in adjustment in the amount of compensation specified herein, or identifies any Connect Transit conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise Connect Transit immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to Connect Transit prior to the time that CONTRACTOR performs work of services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive Connect Transit approval for extra work prior to performing extra work may, at Connect Transit's sole discretion, result in nonpayment of the invoices reflecting such work.

6. CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to Connect Transit of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is Connect Transit's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by Connect Transit, or failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given Connect Transit due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by Connect Transit, such notice shall be given to Connect Transit prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by Connect Transit and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

7. DISADVANTAGED BUSINESS ENTERPRISES

Connect Transit as a recipient of Federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of Connect Transit to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can complete fairly for contracts and subcontracts relating to Connect Transit's construction, procurement, and professional services activities. To this end, Connect Transit has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and complete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with Connect Transit in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with Connect Transit, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

"The CONTRACTOR or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor 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 Connect Transit deems appropriate.

8. EQUAL EMPLOYMENT OPORTUNITY (EEO)

In Connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in Federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONTRACTOR of Connect Transit is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and Connect Transit. During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under Connect Transit's Conflict of Interest Policy during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable. No person previously in the position of Director, Officer, employee or agent of Connect Transit may act as an agent for, or otherwise represent the CONTRACTOR by making formal or

informal appearance, or any oral or written communication, before Connect Transit, or any Officer or employee of Connect Transit, for a period of twelve months after leaving office or employment with Connect Transit if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or contract.

10. PROHIBITED INTEREST

No member, officer, or employee of Connect Transit during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Proposer or Contractor by making a formal or informal appearance of Connect Transit, for a period of one year after leaving office or employment with Connect Transit if appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, or an award of a Contract.

11. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless Connect Transit, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against Connect Transit or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

12. INSURANCE

The insurance requirement specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as “Agents”). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverage subject to all the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with the appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR’s insurance be primary without any right of contribution from Connect Transit. Prior to beginning work under this contract, CONTRACTOR shall provide Connect Transit with satisfactory evidence of compliance with the insurance requirements of this section.

a. TYPES OF INSURANCE

i. Workers Compensation and Employer’s Liability Insurance

Part A	Statutory
Part B – Employers Liability	\$1,000,000

Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

ii. Commercial General Liability Insurance

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

Insurer shall agree to waive all subrogation rights against Connect Transit, its officers, officials, and employees for losses arising from work performed by the Contractor.

iii. Omission and Errors Insurance

The coverage under such an insurance policy or policies shall have limits not less than:

\$2,000,000 Each Claim/\$2,000,000 aggregate

b. Evidence of Insurance

All Coverage's - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Procurement Manager of the Connect Transit with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Connect Transit's Procurement Manager.

c. General Provisions

i. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Connect Transit's Procurement Manager.

ii. Acceptable Insurers

All policies will be issued by insurers acceptable to Connect Transit (generally with a Best's Rating of A- 10 or better).

iii. Self-Insurance

Upon evidence of financial capacity satisfactory to the Connect Transit and CONTRACTOR's agreement to waive subrogation against the Connect Transit respecting all claims that may

arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

iv. Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the Connect Transit property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

13. COMPENSATION

The CONTRACTOR agrees to perform all the services included in Section 2 of this Agreement, in accordance with the cost information provided in its Cost Proposal included in Attachment L, which shall include all labor, materials, profit, overhead, insurance, and other costs and expenses incurred by the CONTRACTOR.

14. MANNER OF PAYMENT

Connect Transit shall pay the detailed invoices with a company check. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Attachment L, as agreed upon. Connect Transit will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the Connect Transit at 351 Wylie Drive, Normal, IL 61761.

15. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the Connect Transit. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

16. ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the Connect Transit.

17. CONNECT TRANSIT WARRANTIES

The Connect Transit makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. CONNECT TRANSIT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of Connect Transit, Connect Transit's Procurement Manager or such person or persons as they shall designate in writing from time to time, shall represent and act for Connect Transit.

19. TERMINATION

Connect Transit shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR as outlined in Section 6.13 "Termination". Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

In the event of any termination, Connect Transit shall pay the agreed rate only for services delivered up to the date of termination. Connect Transit has no obligation to Proposer or firm, of any kind, after the date of termination. Proposer or firm shall deliver all records, equipment, and materials to Connect Transit within five (5) working days of the date of termination.

20. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the Connect Transit or other authorized

representatives as outlined in Section 6.4 "Access to Records", to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the Connect Transit makes final payment under this Agreement.

21. NOTICES

All communications relating to the day to day activities of the services shall be exchanged between Connect Transit's Procurement Manager, or designee, and the CONTRACTOR's.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the Connect Transit: General Manager
 Connect Transit
 351 Wylie Drive
 Normal, IL 61761

If to the CONTRACTOR: Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

22. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

23. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of Illinois.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the Connect Transit.

24. RIGHTS AND REMEDIES OF CONNECT TRANSIT

25. BINDING ON SUCCESSORS

All the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.



Connect Transit

“Contractor”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____