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REQUEST FOR PROPOSALS

SEALED PROPOSALS will be received by Pace's Purchasing Department, 550 West Algonquin Road, Arlington Heights, Illinois 60005 until 3:00 PM on the day(s) listed for the purpose of purchasing the following material or service:

DESCRIPTION

OPENING DATE

RFP No. 400881
Network Support Services

August 6, 2008

This procurement/project may be funded in major part by the U.S. Department of Transportation, Federal Transit Administration ("FTA") and the Illinois Department of Transportation ("IDOT") and/or the Regional Transportation Authority ("RTA"), pursuant to financial assistance agreements with said agencies.

All proposals must be only in the form prescribed by Pace, and must be made in accordance with this Request for Proposals, and other Contract Documents, all of which are on file available for examination at the office of Pace at the above address and are made a part of this notice as though fully set forth herein. Copies of these documents can be obtained by downloading them from Pace's website. They may also be obtained upon written request to the Pace Purchasing Department, 550 W. Algonquin Road, Arlington Heights, IL 60005, or by calling 847-228-3573.

Pace reserves the right to reject any proposal or any part or parts thereof or to reject any and all proposals.

Pace, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Subtitle A, Part 21 (non-discrimination in Federally assisted Programs of the Department of Transportation) issued pursuant to said Act hereby notifies all Proposers that it will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, or national origin in consideration for an award.

All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

Bid Published Date:
July 9, 2008

PACE SUBURBAN BUS SERVICE
By: Susan Jung Lundy
Purchasing Department Manager



pace

A Fresh Approach To Public Transportation

Thomas J. Ross
Executive Director

July 9, 2008

SUBJECT: Request for Proposal No. 400881
Network Support Services

Ladies/Gentlemen:

Pace, the Suburban Bus Division of the Regional Transportation Authority, is seeking proposals for Network Support Solutions. The offeror must submit a proposal that utilizes the approach as described in the attached Scope of Work.

Proposals are due by 3:00 P.M on Wednesday August 6, 2008. Proposals received after this time and date will not be accepted.

Submit six (6) copies of your technical proposal with only one (1) copy of the signed contract along with all exhibits. The contract and exhibits submitted shall be the originals provided with this bid package and shall not be altered or modified. All submittals should be clearly marked with RFP No. 400881, the title "Network Support Services" and the RFP due date of Wednesday August 6, 2008. Only one copy of your price proposal is to be submitted separately, but concurrently, with your proposal in the #10 manila envelope that is enclosed for this purpose, or in one marked Price Proposal for RFP No. 400881 for Network Support Services.

Proposals will be evaluated and the award made on the basis of the technical and price criteria contained in the proposal documents. The technical evaluation factors are listed in descending order of importance. Technical evaluation factors will be worth 70% of the total proposal score and price will be worth 30%.

Pace reserves the right to award this contract without discussion: therefore offerors should put forth their best efforts in preparing their proposal to permit a thorough evaluation. Questions regarding this RFP shall be submitted in writing to my attention at nancy.croke@pacebus.com or via fax at 847-228-4204 no later than 3:00 PM, fourteen (14) business days prior to the RFP closing date of August 6, 2008.

Should you require any additional information, you may contact me at (847) 228-2428.

Sincerely,

Nancy Croke
Contract Buyer II

AGREEMENT CONTRACT
PROFESSIONAL AND CONSULTING SERVICES
PACE SUBURBAN BUS SERVICE

THIS CONTRACT is entered into (to be completed by Pace), by and between Pace, the Suburban Bus Division of the Regional Transportation Authority, an organization under the laws of the State of Illinois (hereinafter called Pace) and (to be completed by Pace) hereinafter called (Contractor) having regional offices located at (to be completed by Pace).

1. Scope and Description of Services: Pace, the Suburban Bus Division of the Regional Transportation Authority is seeking a qualified Contractor to provide the technical expertise to support Pace's MIS network staff in maintaining and enhancing the current LAN/WAN network and to provide on-site and telephone support to all Pace and selected Pace-contracted facilities as fully described in the attached Scope of Work, Exhibit A.
2. Basis of Award: Award will be made to the vendor who represents the best overall value to Pace. This Contract shall be effective as of the date when it is signed by Pace and a fully executed Contract is mailed to the winning bidder.
3. Terms of Payment for Services: Compensation for services by the Contractor shall be paid in accordance with this section, but total compensation shall not exceed the sum of (\$ to be completed by Pace). All payments shall be made in accordance with the following:
 - a. Invoicing – The Contractor will invoice Pace Accounts Payable, 550 W. Algonquin Road, Arlington Heights, IL 60005 based on services rendered and expenses incurred. All invoices must show Pace Contract Number (to be completed by Pace). Payment will be made within 30 days of receipt of an approved invoice. In order to ensure timely payment of all invoices, CONTRACTORS ARE REQUIRED TO:
 - (1) CERTIFY that invoices reflect actual services rendered and costs that were incurred, and that payment is due. This certification is to be signed and must appear on the Contractor's invoices. Failure to include the certification with the invoices may be cause for delay in payment until the required certification is received.
 - (2) IDENTIFY the level of personnel who have completed the task(s) being billed, their hourly rate(s), and the number of hours worked on each task.
 - (3) ATTACH a detailed description of the work included in each completed task being billed on the invoice. The Contractor shall prepare and submit progress reports which describe the work already performed and anticipated during the coming time period as set forth elsewhere in these documents. The invoice shall include the description of services and location services were rendered
 - (4) ATTACH a detailed listing, in an invoice or series of invoices, of all equipment furnished to Pace as part of this Contract. All equipment should be itemized with corresponding part/model and serial numbers where applicable. The itemized listing shall be provided on

an invoice with the shipment date and delivery location indicated. If the Contractor's invoices are billed as progressive or acceptance payments, any equipment shipped to Pace during that billing period must be itemized on an invoice with the associated cost for each item.

- (5) MAINTAIN on file a copy of all subcontractor's invoices paid by the Contractor on behalf of Pace. Subcontractor's invoices should be clearly identified as line item references on the Contractor's invoice. If equipment is provided and shipped to Pace by a subcontractor or the Contractor's outside supplier, the Contractor is responsible for obtaining and submitting the itemized listing of equipment that is shipped to Pace.

b. Payment – Payment will be made thirty (30) days after receipt of an approved invoice minus 0 % retention. Pace will pay the 0 % retention upon final acceptance of the services contracted for herein.

3. Time for Completion of Services: The Contractor shall complete all services described herein within twenty-four (24) months from the effective date of this Contract and agrees to complete each phase of the work in accordance with the schedule of work, if applicable, as set forth elsewhere in these documents.
4. Contract Documents: The following Exhibits are attached hereto and made a part hereof and shall become a part of any contract award. Should there be any conflicts in the provisions contained in these Exhibits, the FTA/IDOT/RTA Addendum, if shown as an Exhibit, shall take precedence.

Exhibit A: Scope of Work

Exhibit B: General Contract Conditions

Exhibit C: Price Proposal

Exhibit D: Insurance Requirements

5. Insurance Requirements: The successful bidder will be required to submit and maintain a Certificate of Insurance evidencing the coverage, limits, endorsements, and other requirements identified in Exhibit D. The Certificate of Insurance will ensure that the required insurance policies shall reflect the following Additional Insured language in addition to the other requirements previously specified: **“The Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as Additional Insured for “liability for ‘bodily injury’, ‘property damage’, and ‘personal injury’ caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: (a) in the performance of your ongoing operations; or (b) for claims brought on behalf of your employees, agents, or subcontractor and their employees.”** In addition, Pace Suburban Bus Service shall be provided with (1) A copy of your Blanket Additional Insured Endorsement **or** (2) a CG 20 26 Designated Organization endorsement specifically naming Pace Suburban Bus Service as an Additional insured on the actual liability policy(ies).

The “Other Insurance” policy clause shall be shown on the Certificate of Insurance identified in the first paragraph of this section with the following wording: **“This insurance is primary, not contributory, and not excess of any other insurance of Pace Suburban Bus Service.”**

6. Indemnification – The Contractor shall indemnify, keep and save harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the services or products provided under this Contract, including any copyright or patent infringement or claim of such infringement arising from the intended use of services furnished hereunder. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.
6. Retention of Records: The Contractor shall maintain records to verify the actual time devoted and costs incurred. These records shall be maintained for a minimum period of five years after completion of the contract at which time the Contractor may request permission from Pace to dispose of the records. Upon fifteen (15) days notice from Pace, all time sheets, billings, and other documentation used in preparing said records shall be made available for inspection, copying, or auditing by Pace at any time during normal business hours at Pace's headquarters location.
7. Ownership of Records: Pace shall retain ownership of all plans, specifications, and related documents, and all other documents, including but not limited to those mentioned above, prepared by the Contractor under the contract.
8. Audit and Inspection of Records: The Contractor shall permit the authorized representative of Pace, the Regional Transportation Authority, the State of Illinois, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the Contract.
9. Termination for Insufficient Funds: It is expressly agreed that Pace's obligation to pay for the services provided under this Contract shall be limited to the availability of funds from (1) Pace's revenues and budget for the fiscal years covered by this Contract and from (2) funds that may be received from the Federal Transit Administration, the Illinois Department of Transportation, the Regional Transportation Authority, and/or other funding agencies to be specifically applied for the services provided under this Contract. In the event that Pace determines that funds are not available from these sources to pay any remaining unpaid part or parts of the Contract, Pace's obligations to pay such unpaid part or parts of the Contract shall be terminated immediately and Pace shall have no further obligations under the Contract in respect to payment, with the exception of payment for authorized services already performed and costs already accrued.

Addendum Acknowledgment: The bidder hereby acknowledges receipt of the following Addenda that are incorporated herein by reference. (If there were No Addenda, write NONE) _____. **Failure to acknowledge Addenda may be cause for the bid to be considered non-responsive.**

Addendum No. ____

Addendum No. ____

Addendum No. ____

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates recited below:

CONTRACTOR

PACE

Company Name

Signature

Street Address

Printed/Typed Name

City, State & Zip Code

Title

Authorized Signature

Date

Date

Printed/Typed Name

Title

Telephone Number and Fax Number

E-mail Address

**REQUEST FOR PROPOSAL NO. 400881
NETWORK SUPPORT SERVICES
SCOPE OF WORK**

GENERAL INFORMATION**Purpose**

Pace is seeking to engage a qualified Contractor with the expertise to assist Pace's MIS network staff in maintaining the current LAN/WAN network and to provide on-site and telephone support to all Pace and selected non-Pace contracted facilities (see location map at end of Exhibit A).

Scope of Services

Pace will request services from time to time for a variety of diverse information technology tasks related to Pace's local and wide area networks, including hardware, software, trouble shooting, staff training and emergency network problems. Pace is in the process of building a new administrative office building. The new building will be next door and to the east of the existing headquarters building. The move-in date is tentatively scheduled for December 2008. The selected Contractor may be asked to assist in the installation of the LAN servers and communications equipment in the new building.

INTRODUCTION AND BACKGROUND

Pace, the suburban bus service in the Chicago metropolitan area provides regular bus routes and specialized services (dial-a-ride, subscription bus and Vanpool) throughout a six county region in Northeastern Illinois. Pace was one of three service boards created to provide transportation in mid-1984 as the result of reform legislation. The other two service boards are the Chicago Transit Authority (CTA) which provides transportation in Chicago and Metra, which runs commuter railroads. Prior to the creation of Pace, suburban bus service was subsidized by the Regional Transportation Authority (RTA). Now, the RTA is a financial review and oversight agency.

Pace manages the direct operation of nine (9) former suburban bus systems. Pace also maintains a satellite headquarters location primarily responsible for accepting and preparing new vehicles. In addition to these divisions, Pace subsidizes and contracts with private and public carriers for additional services.

Management Information Services Department

The Management Information Services Department (MIS) makes available and manages information resources including voice and data telecommunications, local area network servers, Internet gateway, Web server, and internal customer workstations. The MIS role within Pace is to meet computing needs in a secure environment for all Pace units, and to provide the hardware and software training and support necessary. Although the demands upon MIS sometimes exceed the available resources, the desire and willingness to serve is always foremost.

HARDWARE AND NETWORK ENVIRONMENT**Host Computers**

Pace has two (2) HPe3000 MPE/iX servers, models N4000 and A500 super mini computers for processing the majority of the core applications such as Oracle, TIS, and Vanpool. Turbo-Image is used as the database standard, PowerHouse and COBOL are the standard languages for in-house developed applications, VeSoft Security 3000 is used for security and VeSoft Streamx is used for job scheduling.

Pace has two (2) HP9000 Unix servers, models rp3440-4 and L2000, for processing ESRI GIS, IBS warehouse and the Cubic Automated Fare Collection (AFC) applications. The rp3440-4 has a Dual Core 1.0GHz CPU with 8GB of memory. The HP StorageWorks MSA 30 DB Storage is configured with speed and high availability, has over 1 TB of disk space for data storage. ESRI ArcSDE applications have been implemented on PC workstations and Oracle is the database standard on the rp3440. The L2000 has a SureStore Disk Array FC60 system with high-speed, high-capacity, hot-swappable disk modules. High system availability feature simplifies the process of adding storage capacity and data protection. The host L2000 polls the depot computers daily and uploads the data automatically.

Networks, Servers, PC Configurations

Pace's corporate headquarters is a single local area network that is made up of over eighty (80) HP servers, sixty (60) HP printers and wide area network hardware for twenty-five (25) remote locations connected via two (2) T1 circuits and five (5) locations each with one (1) T1 circuit and one (1) 64K backup circuit. All locations are sharing data and applications via Citrix Presentation Servers.

The network at Pace Corporate Headquarters consists of approximately 250 workstations, mostly HP/Compaq running Windows XP sp2. Pace maintains ten (10) Macintosh workstations running under System 11.0 mainly for graphic applications. There are approximately 250 PCs at Pace's remote divisions and carriers. Several portables of various manufacturers are also maintained and can be connected to the network.

Pace currently operates one (1) Citrix server farm running Citrix Presentation Server 4.x to support the workstations at remote sites. The Citrix farm is made up of eight (8) blade servers utilizing a Windows 2003 Operating System. The Citrix Presentation Servers 4.x publish over forty (40) applications. The Citrix farm currently services approximately 225 users daily with various Microsoft Office applications, an Intelligent Bus System, Paratransit Dispatch and Scheduling applications, Payroll, Human Resources, and E-mail to name a few. Authentication is provided by fourteen Microsoft Windows 2003 Active Directory (AD) controllers. Three (3) of the AD servers are located at Pace headquarters and provides complete infrastructure to support Active Directory services. The other eleven (11) AD servers are located at the remote Pace sites and provide DNS, DHCP and printers queue.

Voice Communications

Pace has standardized all telephone systems throughout the agency. Lucent's Definity 3Gi PBX system is in place at headquarters and all remote facilities. These systems are managed centrally by the Management Information Services Department at Pace's corporate headquarters. Features include Direct Inward Dialing

(DID), Voice Messaging, FAX Messaging, and four (4) digit dialing throughout the system. In addition, automated attendant call answering is being utilized by Human Resources, Vanpool, Materials Management, Passenger Services, MIS Help Desk, and in transferring inquiry calls to the RTA.

Data Communications

The data communications environment at Pace encompasses all of the ten (10) remote offices/garages and several contract carriers connected via T1, 64K, and wireless services to Pace's network and minicomputers located at the corporate headquarters. A network of digital service units, routers, switches, hubs and other intelligent communications devices, make up Pace's wide area network (WAN). Pace's WAN is made up primarily of Cisco routers, and switches, as well as Adtran data equipment (56-64 DSUs, T1 DSUs and an Atlas 890). Pace uses the Astrocom Pro100 appliance to manage traffic among two (2) Internet connections. One (1) Internet connection is via a T1 ISP and the other is a wireless broadband ISP. The Astrocom appliance provides complete ISP failover on both inbound and outbound traffic, while intelligently load balancing all traffic. When one (1) link goes down, the appliance automatically switches all Internet and email traffic to a functioning link

Remote Sites

Pace vehicles operate out of nine (9) Pace-owned divisions throughout the six (6) counties surrounding Chicago. MIS maintains critical network services at all nine (9) division offices, one (1) acceptance facility, eight (8) Paratransit contracted carrier offices, the Chicago Paratransit Office and Pace Headquarters office and several peripheral offices throughout the six (6) county area in and around Chicago. All remote sites have both PCs and Hewlett Packard terminals, while the contract carriers have PCs only. The remote PCs are connected to Pace Corporate Headquarters through the wide area network (WAN), using Citrix thin-LAN services, to Pace Corporate Headquarters. The PCs are mainly used for office automation and transportation related applications.

Internet/Intranet

Pace maintains a web site, <http://www.pacebus.com>, which contains details about bus routes, including maps and schedules. The site also provides information about special event services, such as special trips to the Taste of Chicago, Auto Show, Flower Shows and Cubs and Bears games. Information is posted about ADA/Paratransit services and Vanpool contact information for commuters wishing to start or join a van pool. Pace's website, www.pacebus.com, contains information pertaining to Pace programs such as Adopt-A-Shelter, Student Haul Pass, and Ticket-By-Mail Referral program. Customers may also contact Pace Passenger Services for information, including schedule requests for those who wish a copy to be mailed to them. Pace's website also contains information about Pace history, Board of Directors, annual budget, and a listing of Pace's Divisions.

Pace features a business-to-business service area on the website where active bids, Requests for Proposals and Invitations for Bids are published allowing potential contractors to immediately discover Pace business procurement opportunities. Most bid documents are available for downloading. Job applicants are served by a listing service for current Human Resources employment opportunities, including detailed descriptions of the available positions.

Pace provides an on-line store where customers may purchase passes on-line using a major credit card. For customers who do not wish to enter their credit card, bus passes may be pre-purchased without visiting a Pace office. The site allows customers to print a form which is then submitted with payment by mail. Links are also provided for Employee Passes, for companies to share fare cards with their participating employees, Board Meeting Reports, where interested parties can review the notes of the recent meetings and view agenda items for upcoming meetings. Public Hearing dates, newsletters and press releases are also available through the website.

Other Internet related services include facilities with the ability for Pace employees to read their email from remote locations and access for high-security areas where Pace employees can access their desktop applications and files through their home ISP connections and Pace's Citrix servers.

Pace's Intranet provides web pages to internal employees and acts as a central hub for news, policies, and procedures for many departments, including related links to external websites. Pace's intranet has an online phone database of all of Pace's employee including the divisions. There are web pages for available internal jobs and information about benefits to employees including University of Pace. There is also an administrative section where selected users may upload their own content to the intranet.

Future Plans

Pace has a large volume of planned initiatives many of which will require upgrades and/or additional hardware and software resources.

TASKS/CONTRACT REQUIREMENTS

Contractor Tasks

The Contractor shall provide the services of one (1) or more high level network specialists for two (2) weeks, eighty hours (80) total billable effort, to become familiar with the Pace LAN and WAN environment. This will commence immediately upon the execution of the Contract and will be full time throughout the two (2) week period. Provisions for technical backup are required.

The Contractor, as part of the familiarization process, will review network documentation and update where appropriate.

The Contractor shall provide high level network specialists/technicians 24x7x365 for emergency services on a variety of network/telecommunications related tasks, diagnosing hardware and connectivity problems, configuring equipment and updating software and security features. The Contractor shall provide support in maintaining critical network services at Pace Headquarters, nine (9) Division offices, one (1) Acceptance Facility, fourteen (14) Paratransit contracted carrier offices and five (5) non-Pace owned Intelligent Bus System locations.

The Contractor shall make available the same high level network specialists/technicians for telephone support service 24x7x365. This support will be in the form of help desk assistance for Pace/MIS network staff on highly technical issues.

The Contractor shall maintain knowledge of Pace's WAN/LAN network environment. The same high level network specialists will spend an average of three (3) days a month working on special projects which will include equipment installation and evaluation, documentation maintenance, trouble shooting and network design. Pace will expect time to be devoted periodically for design issues concerning new technology and how it fits into new initiatives by Pace's MIS department. Examples of this would be the use of LAN technology to replace the servers, workstations, switches, windows applications and special software for Pace and the remote sites and the use of wireless technology.

General Requirements

The availability of a Contractor as a resource will allow the Pace MIS Department to strengthen itself to better handle emergencies and survive unexpected personnel changes.

The Contractor selected for this project must *be a certified Citrix/Microsoft partner* and have documented experience as a provider of Microsoft network solutions. They must have the appropriate access to Microsoft technical resources with the ability to call Microsoft/Citrix for emergency purposes for 10 incidents each at no additional cost to Pace.

The Consultant(s) provided by the Contractor must be employees of the Contractor.

Consultant(s) Requirements

- The consultant(s) proposed for this project shall be a qualified high level system/network technician, with qualifications equal to MCSE certification with Microsoft certification preferred
- Pace expects the consultant(s) proposed for this assignment to be the consultant(s) who do(es) the work; substitution of Contractor proposed consultant(s) shall not be allowed without Pace's MIS department prior approval; resumes must be submitted for each consultant proposed and interviews will be required
- Pace recognizes that the Contractor may experience personnel changes during the course of the project; familiarization, training, and gaining knowledge about Pace's network environment will be the responsibility of the Contractor; Pace reserves the right to interview any candidates assigned to the project
- During the familiarization phase, the assigned person(s) will work closely with Pace's MIS Management and Client Services staff. Regular progress reports will be required; she/he will adhere to Pace hours of attendance and rules of conduct; sign in/out will be necessary; Pace will provide adequate work space and tools
- Consultant(s) should have current hands-on experience in the following
 - a. All MS SQL Server 2000/2005 and latest
 - b. All MS Windows OS like XP/2000/2003/2008 and latest
 - c. Oracle database and latest
 - d. Adobe Acrobat and latest

- e. Linux and latest
- f. Citrix Presentation Servers and latest
- g. HP OpenView Network Manager
- h. Microsoft Exchange/Outlook 2003/2007 and latest
- i. MS Internet IIS 4.0/5.0/6.0 and latest
- j. DHCP Configuration
- k. Cisco router/switch configuration
- l. Html, Java Script
- m. CGI, ASP and Perl
- n. COM and DCOM
- o. VB Script
- p. Frontpage
- q. Index Server
- r. MS Access 2000/2003/2007 and latest
- s. MS Active Directory 2003/2008 and latest
- t. Any software that Pace uses to keep up with latest technology

Contractor Qualifications and Contract Requirements

The Contractor shall:

- Have a minimum of ten years experience as a company in WAN/LAN network equipment and service support
- Be able to provide technical support over the phone in a two (2) to four (4) hour response time after the call has been made
- Provide 24 x 7 x 365 emergency telephone and remote response services for handling events that threaten the availability of Pace's WAN/LAN and require immediate action

PLACE OF PERFORMANCE

All support will be at Pace Headquarters, 550 West Algonquin Road, Arlington Heights, IL 60005 or any Pace Division as required (see Exhibit A for maps of locations).

Phone support shall be performed from the Contractor's site.

PERIOD OF PERFORMANCE

The Contract period will be two (2) years. Contract shall commence upon execution of the Contract and be valid for a period of twenty-four months.

EVALUATION CRITERIA

The award of this Contract shall be made to the responsive and responsible Proposer that is best qualified to perform in accordance with the terms and conditions of this Contract and represents the best value to Pace. The determination of best value shall be based on the highest total score for each Proposer which will be the sum of the technical evaluation score and the price score. The Evaluation Committee, composed of Pace representatives, will score each proposal according to the general evaluation criteria and scoring system described below. The combination of technical score and price will determine the final score given to each vendor. Technical proposals will be weighted at 70% and price will be weighted at 30% of the evaluation.

Evaluation of price is kept separate from the technical scoring of the proposal. Do not include any pricing information in your technical proposal. Price shall include all fees. Fees not included in the Price Proposal shall not be allowed. Refer to Exhibit C for the Price Proposal and instructions for completing it.

The technical proposal **must** include the Contractor Profile Sheet. The Price Proposal (Exhibit C) must be included, but **must be submitted in a separate sealed envelope**, along with the technical proposal.

Technical Criteria

The technical evaluation (70%) will be based on the following evaluation criteria, which are listed in descending order of importance:

A. Staffing and Experience

1. A description of similar types of projects conducted for other companies or governmental agencies. Include if the personnel involved with the previous projects will be involved with this contract.
2. The background and skill level of the personnel involved with this Contract, including resumes.

B. Project Approach and Understanding

1. A description of your interpretation of the requirements of this project.
2. Any qualifications or assumptions made that may affect your performance.
3. A description of the methodology you propose to use in accomplishing the tasks.
4. Response times for standard and emergency calls.

C. Deliverables

1. A description of reports and other products produced as a result of this Contract.

D. Vendor Profile and References

1. The quality of your references (Contractor References, Exhibit A).

Price Criteria

In a separate, sealed envelope, include on the Price Proposal Page (Exhibit C) an itemized list of **all** costs to be incurred in the performance of this Contract. The hourly rates must include the cost for all staff to be assigned to this Contract and cannot increase regardless of staffing changes. Fees not included in the Price Proposal will not be allowed.

PROPOSAL CONTENT AND REQUIREMENTS

Technical proposals shall provide a straight-forward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. Pace shall not be liable for any expense incurred in the preparation of the proposals. Pace shall be under no obligation to return any responses to this RFP or other materials submitted as a result of this RFP.

1. Submit a staffing plan in sufficient detail to address each requirement of this RFP, including their overall approach in providing Network Support Services.
2. Submit identity and resume of each staff assigned to this Contract; background information, qualifications, and responsibilities under the proposed program shall be included.
3. Submit proof of any applicable certifications/licenses.
4. Submit last audited financial statements.
5. Submit completed Contractor Profile Sheet (Exhibit A), which will include three (3) references.
6. Submit one (1) copy of the signed Contract along with all Exhibits.
7. Submit Exhibit C, Price Proposal.

RFP PROCESS

Properly submitted proposals will be evaluated based on the criteria described in an earlier section. Successful proposals may be further evaluated through oral presentation and interview and additional negotiations (including the Best and Final Offer process). Award will be made to the Contractor who represents the best overall value to Pace. Questions regarding this RFP shall be submitted in writing to Nancy Croke, Contract Buyer II at nancy.croke@pacebus.com or via fax at 847-228-4204 no later than 3:00 P.M. fourteen (14) business days prior to the RFP closing date. The RFP closing date is August 6, 2008 at 3:00 P.M.

ILLINOIS FREEDOM OF INFORMATION ACT/CONFIDENTIALITY

As a government agency, Pace is subject to the Illinois Freedom of Information Act (5 ILCS 140/1, et. seq. as amended). Therefore, the contents of this Request for Proposals (RFP) and the Contractor's proposal submitted in response to this RFP are subject to the Illinois FOIA statutes. However, there are various items that may be exempt. 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 and Competition Sensitive")*** in order to indicate your claims to an exemption provided in the Illinois FOIA.

It is Pace's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes. ***See Exhibit B for additional details.***

CONTRACTOR PROFILE SHEET

Company Information:

Respond to the following questions or topics in the sequence format presented below:

Contractor Name: _____

Contractor Address: _____

Contractor Contact: _____

Contractor Phone: (_____)_____

Contractor Status: Corporation _____ Individual _____

Number of years your company has been in business _____

Will your company be willing to negotiate a contract with Pace? (Yes/No) _____

Will your company have to sub-contract any work for this RFP? (Yes/No) _____

If yes, explain: _____

(Attach additional pages if necessary)

Contractor References

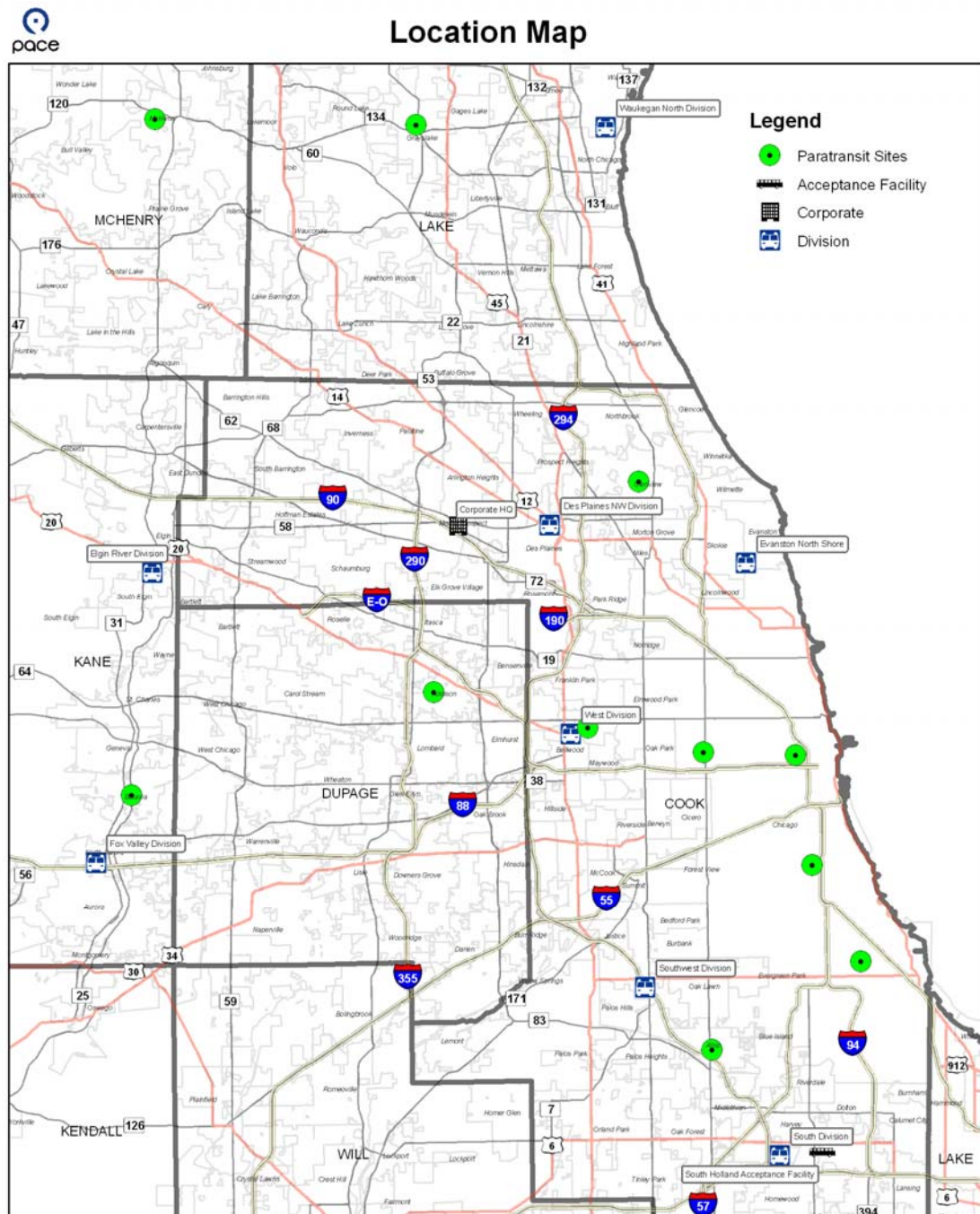
Please provide three (3) references in the USA, preferably the Midwest area, where you have performed similar work as outlined in this RFP.

1. Name: _____
 Address: _____
 Phone: _____ Contact Person: _____

2. Name: _____
 Address: _____
 Phone: _____ Contact Person: _____

3. Name: _____
 Address: _____
 Phone: _____ Contact Person: _____

LOCATION MAP



PACE SUBURBAN BUS SERVICE
GENERAL CONTRACT PROVISIONS
SERVICE CONTRACTS
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PACE SUBURBAN BUS SERVICE
INSTRUCTIONS TO CONTRACTORS & GENERAL CONTRACT CONDITIONS

The following instructions, terms and conditions shall apply to Pace solicitations and Contracts. All Bidders or Proposers shall be referred to as "Contractors" and all bids or offers as "Bids" or "Bid Quotations" in this section of the Contract.

SECTION A - INSTRUCTIONS TO CONTRACTORS & GENERAL TERMS AND CONDITIONS

1. Conditions of Acceptance of Bid – This Invitation for Bid or Request for Proposal expressly limits acceptance to the terms and conditions stated herein and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the Contractor are objected to and hereby rejected unless accepted by Pace prior to the time and date of bid opening. The Contractor further understands and agrees that if this bid is accepted, the Contractor is to furnish any and all of the services upon which prices are quoted, at the price and delivery time stated, subject to all terms, conditions, and requirements set forth in the bid and in the resulting Contract. Pace reserves the right to extend the bid quotation opening date and to reject any or all bid quotations or any part thereof. Pace further reserves the right to excuse informalities in the bid quotations and bidding when, in the judgment of Pace, the best interests of Pace will be served and the spirit of competition will be maintained.

Any questions regarding this Invitation for Bid or Request for Proposal must be submitted no later than seven (7) business days prior to the bid opening. Questions submitted after this date will not be accepted.

Award shall be made by mailing a properly executed contract to the successful bidder.

2. Authorities and Limitations

2.1. This Contract is made and shall be interpreted under the laws of the State of Illinois and the Contractor agrees and consents that only the courts of Illinois and Federal appellate courts shall have jurisdiction over controversies arising out of this contract.

2.2. The articles, sections, paragraphs or other headings shown are for convenience and reference only and in no way define, limit or describe the scope or intent of this Contract or its Exhibits.

2.3. This Contract together with any other document expressly incorporated herein contain the entire agreement between the parties hereto and there are no prior or contemporaneous oral or written understandings or agreements binding on Pace affecting the subject matter of this Contract other than those expressly referred to therein. No agreement, other understanding or acknowledgment, invoice, or other form used by contractor to modify or alter the provisions of this order resulting from acceptance by Contractor of this Contract will be binding upon Pace unless made in writing and signed by Pace's authorized representative.

2.4. All services/work shall be performed under the direction of the Pace Purchasing Department Manager who alone shall have the power to bind Pace and to exercise the rights, responsibilities, authorities and functions vested in him by the Contract documents, except that he shall have the right to designate authorized representatives to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Engineer, Resident Engineer, Inspector, Site Manager or Architect) or organization, whether Pace or private, to perform any act on behalf of or in the interests of Pace, that individual or organization shall be deemed to be Pace Purchasing Department Manager's authorized representative under this Contract but only to the extent so specified.

The Pace Department Manager, Purchasing may, at any time during the performance of this Contract, vest in any such authorized representatives, additional power and authority to act for him or designate additional representatives, specifying the extent of their authority to act for him or designate additional representatives to the extent deemed necessary by him.

2.5. The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authority to act for the Pace Department Manager, Purchasing; but the Contractor assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

3. Withdrawal of Bids – Once submitted, bids may only be withdrawn with Pace's consent prior to bid opening and may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of ninety (90) days after the opening thereof by Pace.

4. Errors in Bids – The Contractor is cautioned to verify any Bids made before submission. No bid may be withdrawn or changed after it has been opened unless Pace has determined:
 - a. That an obvious mistake of a mechanical or clerical nature was actually made; not just an error in judgment, such as underestimating material or service costs
 - b. That the "mistaken" Contractor was not guilty of culpable negligence in making the error, or in delay in communicating the fact to Pace on discovery
5. Irregular Bids - The Contractor understands that the bid must show the unit prices for all services which are proposed to be furnished, and that extensions must be shown and that if not so shown, their bid may be rejected as irregular.
6. Performance – It is understood and agreed that time of performance is of the essence of this Contract. If the Contractor is delayed in the performance of the services purchased under the Contract by a cause beyond his control, he must immediately upon receiving knowledge of such delay, give written notice to Pace and request an extension of time for completion of the Contract. Pace shall examine the request and determine if the Contractor is entitled to an extension. Pace shall notify the Contractor of the decision in writing.
7. Assignments – The Contractor agrees that neither this Contract nor any part of it or any of the monies due from this Contract may be assigned without the prior written consent of Pace. Any successor or assign under this Contract will be required to accede to all of the terms, conditions and requirements of this Contract as a condition precedent of such succession or assignment. Assignment of any portion of the work by subcontract must be approved in advance by Pace, in writing.
8. Waiver – Pace's failure to promptly enforce any of the conditions of this Contract shall not constitute a waiver of any of Pace's other rights.
9. Termination – Pace may terminate this Contract at any time hereafter, with or without cause, by giving written notice to the Contractor at the address specified above. Termination shall be effective upon receipt of such notice by the Contractor. If Pace terminates this Contract other than for breach thereof by the Contractor, Pace agrees to pay the Contractor, and the Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation. In the event of breach or violation by the Contractor of any provision of the Contract, Pace may allow the Contractor a reasonable opportunity to cure the breach prior to termination under this provision. Upon termination of this Contract for breach by the Contractor, the Contractor assumes liability for all excess costs incurred by Pace to complete the Scope of Services specified in the Contract.
10. Price Warranty – The Contractor warrants that the unit price(s)/hourly rates(s) charged herein do not exceed the unit prices/hourly rates charged by the Contractor to any other customers in substantially similar transactions. The Contractor agrees to make any price rebate which this warranty may require.
11. Payment – Payments will be made in accordance with the terms in the Contract, or the Contractor's invoice, whichever are more favorable to Pace. The payment date shall be calculated from the receipt of invoice or final acceptance of the goods or services, whichever is later in accordance with the Local Government Prompt Payment Act. Under the Act, Pace will pay the Contractor within thirty (30) days of its approval of Contractor's invoice. Contractor agrees that it shall pay all subcontractors who have completed satisfactory work under the subcontract no later than thirty (30) days from receipt of payment by Pace. Contractor further agrees to return any retainage payments withheld from subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Pace is exempt from State of Illinois and local taxes, Tax Exemption Number E9984-2793-05.
12. Warranties – The following warranty will apply unless otherwise provided for in the Contract documents. The Contractor warrants that articles or work products delivered hereunder shall be free from defects of material and workmanship and that all products furnished will conform to samples, specifications and/or drawings submitted as may be applicable, and are fit for the purpose for which purchased. The warranty period shall be for one (1) year from the date of delivery or date of final acceptance whichever is later. Pace may return any nonconforming or defective items or work products to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance of items or work products by Pace or payment therefore, shall not relieve the Contractor of his responsibilities hereunder.
13. Additional Charges – The price quoted for each service is the full purchase price, including delivery charges, and includes all premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. The Contractor warrants that prices include all charges for packing, crating and transportation to F.O.B. points.

14. Contractors Record and Qualifications – The Contractor, within forty-eight hours after being requested in writing by Pace, shall furnish evidence satisfactory to Pace of the Contractor's ability and responsibility, financial and otherwise, to furnish the service specified in the manner and at the time prescribed and in accordance with the specifications of Pace.

15. Modifications to Contract

- a. For Invitation for Bids (IFBs), request for any change in the Contract bid documents must be submitted and received in writing no later than ten (10) business days prior to the bid opening date.
- b. For Request for Proposals (RFPs), requests for any change in the Contract proposal documents must be submitted as contract exceptions along with the technical and price proposals on the RFP due date.
- c. Request for any change in the Contract after award shall be submitted in writing to Department Manager Purchasing for his prior approval. Oral change orders are not permitted. No change in the Contract shall be made except in writing signed by the Department Manager of Purchasing or his designated representative. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by Pace.

16. Cash Discounts – The Contractor offering the lowest bid shall be determined by comparing the gross individual unit prices, or the gross bid total, as applicable. Cash (early payment) discounts are not taken into consideration when determining the lowest bid.

17. Indemnification – The Contractor shall indemnify, keep and save harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the services or products provided under this Contract, including any copyright or patent infringement or claim of such infringement arising from the intended use of services furnished hereunder. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.

18. Processing Data Between Years and Centuries – Hardware, software and firmware delivered under this contract shall be able to accurately process data between years and centuries.

19. Regulatory Compliance – All services furnished hereunder by the Contractor shall comply with all Federal, State and local laws, rules and regulations as applicable, including, but not limited to:

- a. Surface Transportation Assistance Act of 1982, Section 165a of Public Law 100-17 (Buy America)
- b. The Occupational Safety and Health Act of 1970, and the Illinois Toxic Substance Act, with respect to the design, construction or use for their intended purpose of said goods or services and the labeling of all goods and containers for the protection and safety of persons and property.

20. Disclosures – The Contractor shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of Pace, unless expressly authorized in writing by Pace. Upon Pace's request, such data, designs or other information and any copies thereof shall be returned to Pace. Where Pace's data, designs or other information are furnished to the Contractor's suppliers for procurement of services by the Contractor for use in the performance of Pace Contracts, the Contractor shall insert the substance of this provision in its Contract.

21. Non-Collusion – In submitting a signed bid proposal to Pace, the Contractor warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of Pace or to any other Contractor for the purpose of obtaining this Contract.

22. Conflict of Interest – Members of the Board, officers and employees of Pace, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any Contract or any direct pecuniary interest in any Contract which will be wholly or partially performed by the payment of funds or the transfer of property of Pace in accordance with Section 4.03 of the Pace Regulations Governing Public Bidding (Ordinance SBD 92-102).

23. Conflict In Provisions – In event of a conflict between any of the terms and conditions contained in the base Contract and its referenced exhibits, the base Contract provisions shall apply unless otherwise provided for.

24. Approximate Quantities – Where approximate or estimated quantities are stated, the unit prices quoted in the bid will apply regardless of whether the actual quantities are greater or lesser than the assumed quantities, the stated total notwithstanding.

25. Equal Employment Opportunity – In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. The Contractor shall take affirmative actions to insure that applicants are

employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If the Contractor is required to file an Affirmative Action Plan with any federal, state or local agency, the Contractor assures Pace that it is in full compliance with such filing requirements.

The Contractor agrees to comply with all provisions of the "Illinois Human Rights Act", 775 ILCS Title 5, as now or hereafter amended and with all rules, regulations, and guidelines on discrimination in employment as now or hereafter promulgated thereunder. All such provisions, rules, resolutions and guidelines, including but not limited to; Article VI "Equal Opportunity Clause" of the Rules and Regulations of the Department of Human Rights are hereby incorporated into the Contract by reference.

26. Disadvantaged Business Enterprise Compliance Requirements - Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, Contractor agrees to the following DBE assurances, and agrees to include this clause in all subcontracts:

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Pace deems appropriate.

PACE HAS SET A GOAL OF 0% DBE PARTICIPATION FOR THIS CONTRACT

If a goal has been established for this Contract Pace **REQUIRES**, as a matter of bid responsiveness, that all proposers/bidders submit with their bid or proposal, no later than the date established for opening of the bid or proposal, a completed and signed Summary of DBE Participation (Schedule A) and confirmation of DBE participation (Schedule B). (If DBE participation is to be met through a joint venture, complete Schedule D.) Schedule A includes those DBE companies who will participate in the contract, the general scope of the work the DBE company will perform and the dollar amount of participation (see DBE credit information below) for each DBE company. Schedule A requires the signature of the bidder. Schedule B accurately details the work to be performed by the DBE company and requires the signature of the DBE company.

Firms included as DBE's on these Schedules must be certified by the Illinois Unified Certification Program (IL UCP) DBE Directory at the time of bid opening.

Pace requires that all businesses seeking to participate as a DBE comply with the U.S. Department of Transportation certification standards. In order for a business to become certified in Pace's DBE program, that business must be owned and controlled in both form and substance by one or more minorities or women, and it must complete and return an application for certification. Contractors must use firms already listed in the Illinois Unified Certification Program (IL UCP) DBE directory at the time of bid opening. The IL UCP is comprised of the following five entities; Illinois Department of Transportation, City of Chicago, Chicago Transit Authority, Metra and Pace. Contractors are urged to contact Pace's DBE office prior to bid submittal at (847) 228-2439 to check their DBE compliance. If your company requires a copy of the IL UCP DBE Directory, you may view it on Pace's website, www.pacebus.com (select Business Opportunities, click on DBE Program, then click on Illinois Unified Certification Program and go to View the IL UCP DBE Directory).

Goals may also be met through joint ventures between DBE firms and non-DBE firms. The amount that may be counted towards meeting the contract goal is that portion of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture. Schedule D - Joint Venture Affidavit - must be completed and submitted with the bid/proposal.

DBE participation shall be counted toward meeting the contract goal as follows:

1. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to said DBE firm is counted toward the applicable goal.
2. A contractor may count toward its DBE goals **60%** of its expenditures for **materials and supplies** required under a contract which are obtained from a DBE *regular dealer* and **100%** of such expenditures if the DBE firm is a *manufacturer*.
 - a. For purposes of this section, a *manufacturer* is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the recipient or contractor.

- b. For purposes of this section, a *regular dealer* is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a *regular dealer*, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A *regular dealer* in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as *manufacturers* or *regular dealers* within the meaning of this section.

DBE subcontractors may not further subcontract any portion of their work without prior approval by Pace. DBE subcontractors must, in Pace's judgment, perform a commercially useful function (i.e., be responsible for a distinct element of work under the contract). Failure to abide by the DBE participation requirements shall be viewed as a breach of contract and subject to such sanctions and penalties as are allowed by law. In the event of breach of contract provisions relating to DBE requirements, Pace may allow the Contractor a reasonable opportunity to cure the breach prior to termination under other provisions of this contract. **Substitution of designated DBE subcontractors must be approved in advance by Pace and must be based on documented valid reasons.**

GOOD FAITH EFFORTS

Under very limited circumstances, a contractor may be relieved of all or a portion of the contract goal provided that the contractor demonstrates to Pace's satisfaction that it has made good faith efforts in obtaining DBE participation. Pro forma efforts that do not accomplish goal attainment are not acceptable. Examples of good faith efforts to be demonstrated and documented by the prime contractor include the following:

1. Attendance at any pre-solicitation or pre-bid meetings that were scheduled by Pace to inform DBE's of contracting and subcontracting opportunities
2. Advertisement in general circulation, trade association and minority-focus media concerning the sub-contracting opportunities
3. Provision of written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE to participate effectively (and documenting that contact)
4. Follow up of initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE were interested
5. Provision to interested DBE's of adequate information about the plans, specifications and requirements of the contract (and maintaining record of such contact)
6. Negotiation in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities (and be able to document any "unqualified")
7. Soliciting the aid of available minority community organizations; minority contractors' groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's (and be able to furnish records of such solicitation)
8. Contacting Pace's DBE Office at (847) 228-2439 to obtain a listing of DBE contractors, if needed

A record of all activities to demonstrate good faith efforts should be kept and made available to Pace's DBE Office upon request. Pace's DBE Specialist shall determine whether a bidder has made "Good Faith Efforts" and shall inform the Contractor of Pace's decision in writing. In accordance with Pace's DBE Program, the Contractor may request reconsideration of Pace's determination regarding Good Faith Efforts, no later than five (5) days after receipt of Pace's decision. Pace's DBE Liaison Officer shall act as the reconsideration official.

N/A

SCHEDULE A
PRIME CONTRACTOR
SUMMARY OF DBE PARTICIPATION

NOTE: TO BE COMPLETED AND RETURNED WITH
BID/PROPOSAL (See "Compliance Requirements")

NAME OF CONTRACTOR: _____

NAME OF PROJECT: _____

TOTAL ESTIMATED CONTRACT AMOUNT: \$ _____

SPECIFICATION NUMBER: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS	SCOPE OF WORK TO BE PERFORMED	PROJECTED BEGINNING/ENDING DATES OF WORK	AGREED SUBCONTRACT PRICE	NET DBE CREDITS *
<u>NOTE:</u> PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN PRIME CONTRACTOR AND SUBCONTRACTOR.			TOTAL DBE CONTRACT AMOUNT \$ _____		
<u>*/</u> ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES.			TOTAL NET DBE CREDIT \$ _____		

LIST ONLY BONA FIDE DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.

The undersigned hereby certifies that arrangements have been made with the DBE firm(s) listed above for the work indicated in this Schedule A conditional upon receiving notice that a contract with Pace has been executed. I understand that if I knowingly provide incorrect information or false statements or fail to comply with contract DBE requirements that Pace has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the general contractor from participation in future government contracts. Any substitutions of the above-named subcontractors requires prior written approval from Pace.

Signature_____
Date

N/A

SCHEDULE B**CONFIRMATION OF PROPOSED DBE PARTICIPATION**

Pace IFB No. _____

Name of Project: _____

_____ at _____
 (Name of DBE Firm) (Address)

hereby certifies that it is providing the following services for this Contract:

as provided in Schedule A of _____'s proposal.
 (bidder/offeror/Prime Contractor)

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal laws.

 Print Name and Title

 Signature - **Must be signed by DBE**

 Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

*Schedule B is required for all contracts that have a DBE goal pursuant to 49 CFR part 26.53(b)(2)(v).

N/A

NOTE: TO BE COMPLETED AND RETURNED WITH BID PROPOSAL ONLY IF CONTRACT SPECIFIC GOALS CANNOT BE MET (See "Compliance Requirements")

SCHEDULE C

DBE UNAVAILABILITY CERTIFICATE

Note: The bidder is to prepare this form for each DBE contact made where the DBE was found to be unavailable to perform the work solicited. When unable to obtain the DBE firm's signature, this form must be completed by the bidder, indicating the reason(s) why the signature of the DBE was not obtained.

Name of Project: _____

Specification No.: _____

I, _____, the _____,
(Name) (Title)

of _____, certify that on _____, I
(Prime or General Bidder) (Date)

contacted the following DBE firm to obtain a bid for work to be performed on the above-named project.

<u>DBE FIRM</u>	<u>SCOPE OF WORK SOUGHT</u>	<u>FORM OF BID SOUGHT</u> (i.e., Unit Price, Materials and Labor, Labor Only, etc.)
_____	_____	_____

The DBE firm was unavailable for work on this project for the following reasons:

(Name of DBE Firm)

By: _____
(Signature)

Its: _____
(Title)

Phone: _____

Date: _____

(Name of Prime or General Bidder)

By: _____
(Signature)

Its: _____
(Title)

Phone: _____

Date: _____

Additional sheets can be obtained by calling Pace's DBE Office at (847) 228-2439.

N/A

SCHEDULE D**APPLICATION FOR JOINT VENTURE**

1. Name of joint venture: _____
2. Address of joint venture: _____

3. Telephone Number: _____
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.)

 - a. Describe the role of the DBE firm in the joint venture, listing the specific responsibilities of the DBE firm: _____

 - b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer:

5. Nature of the joint venture's business: _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? _____
8. Provide copies of the following indicating proof of ownership of the joint venture:
 - a. Profit and loss sharing;
 - b. Capital contributions, including equipment; and
 - c. Other applicable ownership interests.
9. Control of and participation in this contract. Identify by name, race, sex and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
 - a. Financial decisions: _____

 - b. Management decisions, such as:
 - i. Estimating: _____
 - ii. Marketing and sales: _____
 - iii. Hiring and firing of management personnel: _____
 - iv. Purchasing of major items or supplies: _____
 - c. Supervision of field operations: _____

N/A

Exhibit B

NOTE: If, after filing this Schedule D and before the completion of the joint venture's work on the project, there is any significant change in the information submitted, the joint venture must inform Pace's DBE Office, either directly or through the prime contractor if the joint venture is a subcontractor.

AFFIDAVIT

The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Name of Firm

Name of Firm

Signature

Signature

Name

Name

Title

Title

Date

Date

STATE OF ILLINOIS)

)

COUNTY OF COOK)

On this ____ day of _____, 200_, before me appeared _____,
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____
to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires: _____

STATE OF ILLINOIS)

)

COUNTY OF COOK)

On this ____ day of _____, 200_, before me appeared _____,
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____
to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires: _____

27. Retention of Records – Unless otherwise specified elsewhere in the Contract, Contractor shall maintain all records produced under the Contract, including records to support actual time and costs incurred, for a minimum period of five (5) years after completion of the Contract. All records maintained under the Contract shall be subject to inspection and audit by Pace and/or its designated agent upon reasonable notice to Contractor.

28. Bid Protest Procedures

SECTION I

- A.** Pace will hear and consider a bona fide bid protest regarding its procurement actions in accordance with the following procedures. Due to the significantly reduced role of FTA in bid protests, as described in Section II, it is anticipated that the majority of all protests will be evaluated and finally decided by Pace. Accordingly, Pace intends to provide a thorough review of all bona fide bid protests. Pace's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with Pace. In its consideration of a bid protest, Pace reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

B. Definitions

For purposes of this section

1. The term "days" refers to working days of Pace
2. The term "interested party" means any person (a) who is an actual bidder/proposer or prospective bidder/proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract

C. Submission of Protests

Any interested party may file a bid protest with Pace on the basis that Pace has failed to comply with applicable Federal or State law or with Pace's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D of this section, and must include:

1. The name and address of the protestor
2. The number of the contract solicitation
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated; this statement should be accompanied by any supporting documentation the protesting party desires Pace to consider in making its decision

Protests should be submitted to: Department Manager, Purchasing
Pace
550 W. Algonquin Road
Arlington Heights, IL 60005

D. Types of Protests and Timing

The requirement for timely filing of a bid protest with Pace will depend upon the type of protests involved. Pace will consider the following three types of protests by interested parties.

1. Protests regarding solicitation

Any bid protest regarding the solicitation by Pace must be filed no later than **five (5) days** before the opening of bids/closing date of the Request for Proposal. Any protest filed after that date which raises issues regarding the solicitation will not be considered by Pace.

This type of protest would include any claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or that Pace failed to follow its Procurement Regulations in the solicitation of bids/proposals.

2. Protests regarding bid evaluation (Invitation for Bids)

Any bid protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the public opening of bids. Any protest filed after such date which raises issues regarding the IFB evaluation will not be considered by Pace.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated Federal or State law or Pace's Procurement Regulations.

3. Protests regarding proposal evaluation (Request for Proposals)

The Request for Proposal (RFP) evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the contract is made. Therefore, any protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the date of contract award. Any protest filed after such date which raises issues regarding the RFP evaluation will not be considered.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer, or any claim that the evaluation of proposals violated Federal or State law or Pace's Procurement Regulations.

4. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed no later than **fifteen (15) days** after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by Pace.

This type of protest will only be entertained by Pace if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that Pace violated Federal or State law or its Procurement Regulations in the award of the contract.

E. Pace Response

1. Types of Protests

Pace will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. Pace may, in its discretion, meet with the protestor to review the matters raised by the protest. Pace's consideration of the particular types of protests will, except as otherwise provided in Paragraph 2 of this subsection, be in accordance with the following provisions:

a. Protests regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, Pace will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, Pace will, in evaluating the protest, consider both the specific need of Pace for the feature or item challenged and whether competition is negatively impacted by including the specification regarding that feature or item. If Pace determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Pace, and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

b. Protest regarding bid evaluation (Invitation for Bids)

Upon receipt of a timely filed protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, Pace will suspend its evaluation, or award, of any or all bids submitted until resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding Pace's compliance with Federal or State law or its Procurement Regulations

c. Protest regarding proposal evaluation (Request for Proposals)

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to a Request for Proposal (RFP) issued by Pace, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

d. Protests after award

Upon receipt of a timely filed protest regarding the award of a contract, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established a **Prima facie** case that the contract was awarded fraudulently or in violation of Federal or State law or Pace's Procurement Regulations.

2. Decisions by Pace

As indicated above, in most instances Pace will suspend the procurement process upon receipt of a bona fide bid protest. However, Pace reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- a. where the item to be procured is urgently required
- b. where Pace determines that the protest was vexatious or frivolous
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly

After review of a bid protest submitted under this section, Pace will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the contract. If the protest is denied, Pace will lift any suspension imposed and proceed with the procurement process or the contract, as the case may be.

The availability of review of bid protests by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

SECTION II - FTA BID PROTEST PROCEDURE

Under Circular 4220.1E, FTA has substantially limited its review of bid protests recognizing that most protest issues are best resolved at the State or Local level. FTA will now only accept protests alleging that: Pace failed to have written protest procedures; or, Pace violated their own protest procedures.

If a protest is brought before FTA on either of these allegations, the only remedy recognized by FTA under Circular 4220.1E is to require Pace to follow its own protest procedures. FTA does not have the right to change Pace's substantive decision by substituting FTA's judgment for that of Pace.

Any protest to FTA must be filed in accordance with the requirements contained in FTA Circular 4220.1E and may only be made by an "interested party" which FTA has defined as "an actual or prospective bidder or offerer whose direct economic interest would be affected by the award of the contract or by failure to award the contract."

No protest may be filed with FTA later than five days after a final decision under Pace's procedure. As used in the preceding sentence, "filed" refers to the date of receipt by FTA and "days" refers to working days of the Federal Government.

Any alleged violation of a specified Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the applicable Federal regulations instead of the requirements of FTA Circular 4220.1E. For example, see the Buy America Requirements, 40 C.F.R. Part 661 (Section 661.15); Participation of Minority Business Enterprises in Department of Transportation Program, 49 C.F.R. Section 26.107.

29. Illinois Freedom of Information Act

As a government agency, Pace is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et seq. as amended. Therefore, the contents of this Request for Proposals (RFP) or Invitation for Bids (IFB) and the Contractor's proposal or bid submitted in response to this RFP or IFB are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm (refer to Section 4002 of the Technology Advancement and Development Act and to Section 7 of the Illinois Freedom of Information Act). If any such proprietary, privileged, or confidential information or data is included in the Contractor's proposal or bid, each page that contains this information or data should be marked as such (e.g., "Proprietary and Competition Sensitive") in order to indicate your claims to an exemption provided in the Illinois FOIA.

It is Pace's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

SECTION B – FTA/IDOT/RTA REQUIREMENTS

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION (FTA);
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT);
AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA)**

The following terms and conditions are incorporated herein by reference and made a part of any contract(s) issued as a result of a Pace Request for Quotation, Invitation to Bid or Request for Proposal.

1. Interest of Members of Congress – No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
2. Financial Assistance Contract – This contract is subject to the provisions of the financial assistance contracts between Pace and other sponsoring agencies which are identified in the Invitation for Bids as FTA, IDOT, and RTA.
3. Ineligible Contractors and Subcontractors – Any name appearing upon the Comptroller General of the United States' list of ineligible contractors for federally financed and assisted projects shall not be eligible to act as a subcontractor for the Contractor pursuant to this contract.

In the event the Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted projects, this contract may be canceled, terminated or suspended by Pace.

4. Patent Rights – This Agreement shall be subject to the FTA's policy on any invention, improvement, or discovery conceived or first actually reduced to practice in conjunction with planning, research development or demonstration projects as stated in the most current FTA Master Agreement available from the FTA website.
5. Copyright and Rights in Data – This Agreement shall be subject to the FTA's policy on copyrights and rights in data with respect to reports and other technical materials developed with in conjunction with planning, research development or demonstration projects. That policy as set forth in the most current FTA Master Agreement available from the FTA website permits the author or grantee to copyright the work but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.
6. Bid Evaluation Requirements – In the event a single bid is received, it may be necessary for Pace to conduct a price and or cost analysis of the bid price with the Contractor's full cooperation. Contractor shall provide all documents requested by Pace to perform the analysis.
7. Energy Conservation Requirements – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
8. Clean Water Requirements – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
9. Clean Air Requirements – (1) The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
10. The Americans with Disabilities Act – The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 USC 12101 et seq.

11. Use of Metric Units of Measure and English Language – All Contract documents, conferences, letters, technical information and drawings provided by the Contractor shall be conducted or offered solely in the English language and using both the U.S. customary system of weights and measures and the Metric units system of weights and measures.

12. Audit – The Contractor shall permit the authorized representatives of Pace, IDOT, FTA, RTA and the Comptroller General of the United States to inspect and audit all work, materials, data and records of the Contractor relating to performance under the contract.

13. Employment – The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:

- (1) Compliance with Regulations: Contractor shall comply with the Regulations relative to nondiscrimination in FTA programs, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.
- (2) Construction Contracts: For any contract for construction, Contractor shall comply with the equal opportunity requirements of 41 CFR, Subsection 60-1.4(b)(1) and Subsection 60-1.4(c); the provisions of Executive Order 11246 Subsection 202 and as set forth in the most current FTA Master Agreement available from the FTA website. Contractor shall include a citation to said requirements in all subcontracts.

14. Contract Work Hours and Safety Standards: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333. The Contractor certifies that it complies with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act for any construction contract over \$2,000 and mechanics and laborers contracts over \$2,500. Section 102 requires contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous.

15. Certification of Restrictions on Lobbying – Any bidder or proposer submitting a price quotation in excess of \$100,000 is required to complete the attached certification. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration. Furthermore, The Contractor to whom an award is made must require any subcontractors who will be performing work for which payment in excess of \$100,000 will be made, including payments under all subcontracts, loans and cooperative agreements, to complete the same certification and forward the same disclosure forms for submission to Pace through the prime Contractor prior to the start of work.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$100,000**. Failure to return this Certification with the solicitation may result in a determination that the offer is non responsive or unacceptable. The undersigned certifies, to the best of his or her knowledge or belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Executed this _____ day of _____, _____.

By: _____
(Signature of authorized official)

(printed/typed name)

(Title of authorized official)

CERTIFICATION FOR GENERAL/PRIME CONTRACTOR**CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The _____, certifies, by submission of this proposal,
(Name of firm for which certification is made)

that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (If the contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal). The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET. SEQ. are applicable thereto.

(Signature and Title of Authorized Official)

CERTIFICATION FOR SUB-CONTRACTOR**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower-tier Participant (potential or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

NOTE: This certification is required of any bidder or proposer who will be working **in excess of \$25,000** or any sub-tier contractor who will be performing work **in excess of \$5,000** for a bidder or proposer. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or unacceptable.

NON-COLLUSION AFFIDAVIT

IMPORTANT: This affidavit must be properly completed and submitted with all bids

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he/she is
(Enter name of person making affidavit)

(Enter "Sole owner", "A Partner", "President", or other proper title)

of _____, the bidder submitting this proposal:

(Enter name of firm)

that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division or any bidder or anyone else interested in the proposed contract. The bidder further certifies that it is not barred from contracting with any State or unit of local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code (III. Rev. Stat. Chap.38,33E-1,ET.SEQ.)

(Signature of person making affidavit)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ day of _____, 200__

Notary Public

(SEAL)

REQUEST FOR PROPOSAL NO. 400881
NETWORK SUPPORT SERVICES
PRICE PROPOSAL

The Price Proposal shall be filled out in its entirety. There are two (2) major divisions to this form, each representing a separate year of support service.

“Year One” includes the task System Analysis, “Year Two” does not. The term System Analysis refers to the phase of the project where the Contractor shall become familiar with Pace’s network environment as well as reviewing and updating existing network documentation. The price is an hourly rate times the expected usage.

Normal Scheduled Hours means the hours scheduled ahead working on special projects. The price is the Rate Per Hour times the Expected Usage printed on the form.

Emergency – Day (4 hours) represents the situation where Pace has an emergency problem with the telecommunications system that requires the vendor to send their high level communications network specialists to a Pace facility during normal business hours (Monday - Friday, 8am - 6pm). The specialist shall arrive at the Pace facility within four (4) hours of notification. The price is the Rate Per Hour times the Expected Usage printed on the form.

Emergency – Night (6 hours) represents the situation where Pace has an emergency problem with the telecommunications system that requires the vendor to send their high level communications network specialists to a Pace facility during non business hours. (Hours during the periods of Monday - Friday, 6pm - 8am and all day Saturday and Sunday). The specialist shall arrive at the Pace facility within six (6) hours of notification. The price is the Rate Per Hour times the Expected Usage printed on the form.

Phone Support is when the Contractor addresses a problem with the telecommunications system over the telephone for a period of 1-10 minutes in duration. The call is initiated by Pace, between the Contractor’s high level network specialists and Pace’s network personnel. Each call should be calculated at ten minutes per call (e.g. if one call should take 24 minutes for a resolution this could be invoiced as 3 calls). The price is the Rate Per Call times the Expected Usage printed on the form.

Year One Total (A) is the total of all extended hours and calls for the first year.

Year Two Total (B) is the total of all extended hours and calls for the second year.

Grand Total Cost (A + B) is the total of years one (1) and two (2). This represents your not to exceed bid price for the project.

Hourly and call rates shall be fixed for the Contract term. **Any other costs including travel time and other expenses are not allowed.** The “Expected Usage” figures are for evaluation purposes only and do not represent a commitment to purchase.

The price form must be filled out in its entirety and submitted in a sealed envelope, **separately**, from the Technical Proposal.

YEAR ONE			
	A	B	C
Onsite Service	Hourly Rate	Expected Usage (Hours)	Extended Cost (A x B)
System Analysis	\$ _____	80	\$ _____
Normal Scheduled Hours	\$ _____	288	\$ _____
Emergency – Day (4 Hours)	\$ _____	48	\$ _____
Emergency – Night (6 Hours)	\$ _____	48	\$ _____
Phone Service	Call Rate	Expected Usage (Calls)	Extended Cost (A x B)
Phone Support (10 minutes per call)	\$ _____	120	\$ _____
Phone Support (30 minutes per call)	\$ _____	60	\$ _____
Phone Support (60 minutes per call)	\$ _____	30	\$ _____
SUBTOTAL - YEAR ONE (Sum of Column C)			\$ _____ (A)

YEAR TWO			
	A	B	C
Onsite Service	Hourly Rate	Expected Usage (Hours)	Extended Cost (A x B)
Normal Scheduled Hours	\$ _____	288	\$ _____
Emergency – Day (4 Hours)	\$ _____	48	\$ _____
Emergency – Night (6 Hours)	\$ _____	48	\$ _____
Phone Service	Call Rate	Expected Usage (Calls)	Extended Cost (A x B)
Phone Support (10 minutes per call)	\$ _____	120	\$ _____
Phone Support (30 minutes per call)	\$ _____	60	\$ _____
Phone Support (60 minutes per call)	\$ _____	30	\$ _____
SUBTOTAL - YEAR TWO (Sum of Column C)			\$ _____ (B)

NOT TO EXCEED AMOUNT FOR TWO (2) YEAR CONTRACT Sum (A + B)	\$ _____
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Insurance Requirements

The Contractor, Supplier, Vendor and Subcontractors, if any, shall provide and maintain insurance covering all claims arising out of the performance of this contract. All insurers must maintain an **A-VII** rating or better by A. M. Best Company. All policies shall include a **30 day notice of cancellation** provision. **Please note the additional insurance requirements outlined on the following page(s). It is important to note that the “Additional Insured” wording shown on the following page must be shown on the Certificate of Insurance exactly as it appears in this document.** Minimum insurance requirements are those paragraphs below marked with an **X**:

- ☒ **Workers Compensation and Employer's Liability Insurance** affording the following limits: **Coverage A**-Statutory Benefits and **Coverage B-Employer's Liability**-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Contractors not required by statute to obtain workers compensation insurance must demonstrate to Pace's satisfaction the financial capacity to indemnify Pace against claims from Contractor's employees.
- ☐ **Workers Compensation Waiver of Subrogation**
The Contractor, Supplier or Vendor and its insurer shall agree to waive their rights to subrogate against Pace or the Regional Transportation Authority for an action/incident that may have caused or contributed to an employee injury. Evidence to Pace shall be provided with the issuance of a WC 00 03 13 endorsement.
- ☒ **Commercial General Liability Insurance (Broad Form)** with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 Coverage Form with the following limits:
- Each Occurrence-\$1,000,000
General Aggregate-\$2,000,000
Products/Completed Operations Aggregate-\$2,000,000
Personal & Advertising Injury-\$1,000,000
Medical Expense (Any one person)-\$5,000
- ☒ **Business Automobile Insurance** with a Combined Single Limit (CSL) of not less than \$1,000,000 per accident for bodily injury and property damage liability arising from owned, non-owned, and hired automobiles. Coverage provided shall be not less than that provided by the current ISO form CA 00 01 and contain Symbol 1=Any “Auto” for the definition of covered autos. If the Contractor uses Pace-owned equipment to provide the service, physical damage coverage including Comprehensive and Collision should be provided using covered auto Symbols 8 and 9 for the actual cash value of the equipment. Uninsured Motorist and Underinsured Motorist Coverage shall be included at limits equivalent to the Bodily Injury and Property Damage Combined Single Limit (CSL) shown above.
- ☐ **Umbrella Liability Insurance** affording limits of not less than \$2,000,000 each occurrence and \$2,000,000 Aggregate coverage. Such umbrella coverage should contain the following policy provisions/endorsements: defense, investigation, and supplementary payments “outside” or “in addition to” the policy limits, 60 Day Notice of Cancellation, Definition of “Who is an insured” shall include “Any person or organization” that is an insured under any policy of underlying coverage, and Contractor, Supplier, Vendor, or their Subcontractors must maintain underlying insurance as scheduled when the Umbrella coverage was bound.

- ☒ **Professional Liability Insurance** or **Engineers and Consultants Errors and Omissions Insurance** coverage shall be provided with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- ☐ **Garage Coverage** with coverage that meets or exceeds ISO CA 00 05 and Liability limits of at least \$1,000,000 each accident and \$1,000,000 aggregate. This policy should utilize Symbol 21=Any "Auto". The physical damage coverage including comprehensive and collision should have covered auto Symbol 30="Autos" left with you for service, repair, storage, or safekeeping.
- ☐ **Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL)** with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded, and exclusions, Pace requires that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. The minimal liability limits required for this policy are \$1,000,000.
- ☐ **Fidelity Bond** Fidelity bond coverage in the amount of \$250,000 with a responsible Surety Company, with inclusion of all the bidder/proposer's employees as may be necessary to protect Pace Suburban Bus Service against losses arising out of, and not limited to: theft, embezzlement, fraud, misplacement of funds, money, or documents.

The Contractor's General Liability, Auto Liability, and Pollution Liability (if required) insurance shall provide for the following conditions:

- a. **The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as Additional Insured for "liability for 'bodily injury' 'property damage' and 'personal injury' caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: (a) in the performance of your ongoing operations; or (b) for claims brought on behalf of your employees, agents, or subcontractor and their employees."**

Pace Suburban Bus Service shall be provided with (1) Blanket Additional Insured wording directly from the Contractor, Supplier, or Vendors policies or (2) a completed CG 20 10 07 04 **and** a CG 2037 07 04 or CG2026 Designated Organization endorsement recognizing Pace Suburban Bus Service as the designated organization. Through the issuance of these endorsements, Pace shall receive coverage for "ongoing operations" and "completed operations".

- b. **The Contractor's insurance must contain the standard Separation of Insureds provision** or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

The Contractor's, Supplier's or Vendor's "Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording "This insurance is primary, not contributory, and not excess of any other insurance of Pace Suburban Bus Service."

Notice of Cancellation on all Policies

Pace Suburban Bus Service shall be notified in writing at least 30 days prior to a policy cancellation for all reasons except non-payment of premium. In the case of non-payment of premium, Pace Suburban Bus Service shall receive 10 business day's advance written notification of policy cancellation. The cancellation

clause shall delete “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives”.

Claims-Made Policy

Claims-made policies shall either have (a) No Retroactive date or (b) A Retroactive date no later than the first date Pace Suburban Bus Service entered into a contractual agreement with the Contractor, Vendor, or Supplier. The Certificate of Insurance must indicate the retroactive date for all claims-made policies evidenced.

Occurrence-Form Policy

A valid Certificate of Insurance for all periods of time during which a claim might occur shall be provided to Pace Suburban Bus Service.

Disclosure of a Deductible or Self-Insured Retention (SIR)

The Contractor, Supplier, or Vendor shall disclose any deductible or Self-Insured Retention (SIR) under its General Liability, Automobile Liability, or Workers Compensation policy. Insurance may be provided under a plan of self-insurance, provided that the Contractor, Supplier, or Vendor notifies Pace Suburban Bus Service of its intent to self-insure (or have a deductible equal to or in excess of \$50,000) and agrees that upon request, it shall deliver to Pace each year a copy of its annual report that is audited by an independent CPA which discloses that the Contractor, Vendor, or Supplier has a minimum of \$50,000,000 in constant dollars of combined net worth and net current assets.

Insurance Company Acceptability-The Insurance carriers insuring the contractor, supplier, Vendor, or Subcontractor shall have a current A.M. Best rating of not less than A- VII and must be lawfully authorized to do business in the State of Illinois.

The Contractor shall insert the substance of this section (Insurance Requirements) in subcontracts under this Contract that require work on Pace-owned property and shall require subcontractors to provide and maintain the insurance required.

Within 10 days of contract award and prior to commencing work, the insurance company, or its representative, shall submit an insurance certificate indicating that Pace and its employees are additional insured on the general liability, business auto (if required) and Umbrella liability insurance policies and providing thirty (30) days prior written notice of material change, cancellation, or 10 day notice of cancellation for non-payment of premium be given to:

Purchasing Manager
Pace Suburban Bus Service
550 West Algonquin Road
Arlington Heights, IL 60005

Contractor's failure to carry or document required insurance shall constitute a breach of the contract. Any failure by Pace to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The Contractor shall require all subcontractors to carry the insurance required herein and comply with these requirements. Contractor expressly agrees that these insurance provisions in no way limit Contractor's responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. Contractor or Contractor's insurance agent shall, upon request by Pace, furnish a copy of the insurance policy addressed to the Purchasing Department Manager. The Contractor shall not commence work herein until he has obtained the required insurance and has received Pace's approval.