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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. 406752
Pace Guidelines for Transit-Supportive Communities
Best-Practices for Land Use and Site Design

April 25, 2011

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, www.pacebus.com. They may also be obtained upon written request to the Pace Purchasing Department, 550 W. Algonquin Road, Arlington Heights, IL 60005, or by calling 847-228-4238.

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:
March 23, 2011

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



pace

A Fresh Approach To Public Transportation

Thomas J. Ross
Executive Director

March 23, 2011

SUBJECT: Request for Proposal No. 406752
Pace Guidelines for Transit-Supportive Communities
Best-Practices for Land Use and Site Design

Ladies/Gentlemen:

Pace, the Suburban Bus Division of the Regional Transportation Authority, is seeking proposals for the services of Pace Guidelines for Transit-Supportive Communities Best-Practices for Land Use and Site Design. 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 April 25, 2011. Proposals received after this time and date will not be accepted. All submittals should be clearly marked with the RFP No. 406752, the title, "Pace Guidelines for Transit-Supportive Communities Best-Practices for Land Use and Site Design" and the RFP due date of April 25, 2011.

- a) Submit the original agreement contract along with all exhibits in their entirety. To be a valid submission, the agreement contract must be signed, dated and submitted on the RFP due date and all forms must be completed, date, signed, and/or notarized (when applicable). The contract and exhibits submitted shall be the originals provided with this bid package and shall not be altered or modified. Any exceptions to the terms and conditions of the contract shall be clearly detailed in a *Request for Change to Terms and Conditions* form which is included as Exhibit F.
- b) Submit one original and five (5) copies of your technical proposal. See the technical proposal section included in Exhibit A for specific requirements for this RFP.
- c) Include only one copy of your original Price Proposal (Exhibit C) and Cost and Profit Detail (Exhibit E) in an envelope clearly marked with the RFP number, title, and due date. The Price Proposal and Cost and Profit Detail are to be submitted separately, but concurrently with your technical proposals and the original agreement contract/exhibits.

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 80% of the total proposal score and price will be worth 20%.

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 jane.swider@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 April 25, 2011.

Should you require any additional information, you may contact me at (847) 228-2404.

Sincerely,


Jane Swider C.P.M.
Senior Contract Buyer

AGREEMENT CONTRACT
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: The Contractor shall provide consulting services related to the development of Pace's Guidelines for Transit-Supportive Communities Best-Practices for Land Use and Site Design. All work shall be completed in accordance with the *Contract Documents* herein.
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 proposer.
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.

4. Time for Completion of Services: The Contractor shall complete all services described herein within 12 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.
5. Contract Documents: The following Exhibits are attached hereto and made a part hereof and shall become a part of any contract award. If there is any conflict in the provisions contained in these Exhibits, then the more stringent shall take precedence.

Exhibit A: Scope of Work

Exhibit B: General Contract Conditions

Exhibit C: Price Proposal

Exhibit D: Insurance Requirements

Exhibit E: Cost and Profit Detail

Exhibit F: Request for Change to Terms and Conditions (if proposed and if accepted)

Exhibit G: Contractor's Technical Proposal

6. Pace DBE Requirements: Pace has determined that TEN PERCENT (10%) DBE participation is required for this contract. The Contractor must submit with its bid completed DBE forms indicating which DBE subcontractors will be utilized on the project to meet the TEN PERCENT (10%) DBE requirement. **All DBE subcontractors must be IL UCP DBE certified at the time of bid opening.** Contractors must use firms already listed in the above-mentioned DBE directory. Contractors are urged to contact Pace's DBE Office prior to bid submittal at (847) 228-4257 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).

7. Insurance Requirements: The successful proposer will be required to provide evidence of all required insurance coverage, limits, endorsements, etc. for the duration of the contract plus two additional years. Evidence of required insurance coverage shall be provided on an Acord 25-S (or equivalent) Certificate of Insurance form. The Certificate of Insurance and required policy endorsements (CG 20 10 or CG 20 37 or CG 20 26, CA 2048, etc.) must be submitted to and approved by Pace **prior to** contract award and **prior to** the required insurance policy expiration date. For a complete list of all insurance coverage requirements, please see Exhibit D of this RFP.
8. 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 goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Pace, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its performance of this contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.
9. 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.
10. 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.
11. 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.
12. 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.

13. Proposal Submittal Check List: (The following documents should be submitted with your proposal or it may be considered non-responsive.)

- ☐ Return **all** original proposal documents, please ensure that the contract is signed and dated* Sign and **notarize** the Non-Collusion Affidavit
- ☐ Sign the Contractor's Certification Regarding Suspension and Debarment
- ☐ Acknowledge any addenda on page 5 of the Agreement Contract; submit all documents as instructed by the addenda
- ☐ Complete and sign the Certification of Restrictions on Lobbying
- ☐ Complete Schedule A – Summary of DBE Participation
- ☐ Complete Schedule B – Confirmation of DBE Participation
- ☐ Complete Schedule C – DBE Unavailability Certificate
- ☐ Complete Schedule D – Application for Joint Venture
- ☐ Submit your Price Proposal in a separate envelope marked Price Proposal for RFP No. 406752 for Pace Guidelines for Transit-Supportive Communities Best-Practices for Land Use and Site Design

* There is an understanding that the vendor's submissions, if including Request for Change to Terms and Conditions set forth in this RFP as allowable in Exhibit B, Section A, Article 15, is conditional upon successful negotiations with Pace.

Addendum Acknowledgment: The proposer 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 proposal 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. 406752
PACE GUIDELINES FOR TRANSIT-SUPPORTIVE COMMUNITIES
BEST-PRACTICES FOR LAND USE AND SITE DESIGN
SCOPE OF WORK

BACKGROUND

Pace Suburban Bus, a division of the Regional Transportation Authority (RTA), provides a range of public transportation services to the suburban Chicago metropolitan area including fixed-route buses, paratransit, and vanpool. Operating in six counties, spanning 3,500 square miles, and serving a population of over 8.4 million with more than 220 routes and 600 buses, Pace is one of the largest bus services in North America.

Pace's *Vision 2020* plan outlines a future in which "Pace must be a *well-integrated* system of public transportation services designed and operated to serve the suburban and urban travel needs of a growing and changing metropolitan region." The gradual process of realizing this vision is already underway. Pace is currently working with several municipalities to plan the initial phase of its Arterial Bus Rapid Transit (ART) network, a restructuring of services that will see frequent rapid bus service along many of the region's major corridors. Six corridors are planned to be implemented within ten years, with the final network eventually consisting of 24 arterial routes. Coupled with coordinated local service, this new service structure will improve the efficiency and effectiveness of Pace's operations, providing Chicago's suburbs more frequent, more reliable access to public transportation. The deployment of Transit Signal Priority (TSP) technology, currently undergoing demonstration along several routes, will further improve the efficiency of Pace's fixed route services and represents an important step toward realizing this ART network.

Though Pace's restructuring efforts will help improve access to and the efficiency of public transportation in the Chicago metropolitan area, the successful realization of Pace's vision depends in no small part on the cooperation and coordinated land use and economic planning efforts of municipal planners and developers. There presently remain many residents and many parts of the metropolitan region that cannot be provided adequate, cost-effective bus service because of automobile-centric suburban development trends, and it is vitally important that some of these trends be reversed to make the suburbs more transit-supportive.

As part of an ongoing effort to make public transportation an increasingly viable and attractive alternative to the personal, single-occupancy automobile, Pace is seeking to update its *Development Guidelines*, <http://www.pacebus.com/sub/guidelines/guidelines.asp> last revised in 1999. The resulting document(s), tentatively called *Guidelines for Transit-Supportive Communities* (hereafter referred to as *Guidelines*), is not intended to be merely an update of *Pace Development Guidelines*, but a fully reimagined work of dramatically expanded scope, providing municipal planners and the development community with a thorough examination of why transit-supportive development is important and beneficial, what it entails, and how it can and should be achieved. The product(s) will challenge communities to reconsider land use practices and development trends to encourage and better accommodate Pace services.

Ultimately, it is Pace's goal that developers and municipalities will familiarize themselves with and regularly consult these guidelines when planning future developments and redevelopments throughout the suburban Chicago metropolitan region. Doing so will not only assist Pace in the pursuit of its *Vision 2020*, but will help to create thriving communities with well-integrated bus services that improve the sustainability of the region's transportation system and improve mobility and quality of life for area residents.

OBJECTIVE

Pace is seeking a talented, creative, qualified consulting firm to help write, market, and bring life to these *Guidelines*. The result is expected to be made available in print and digitally on Pace's website, as well as potentially through other distributional channels as recommended by Contractor, thereby catering to the varying needs of the diverse stakeholders towards whom the *Guidelines* are addressed. At minimum, the product(s) is expected to be highly illustrated and include exemplary photographs, local photo-simulations, maps and diagrams that depict the principles addressed in the text in a visual medium, but Pace expects that the Contractor will refrain from confining itself to these basic suggestions, instead displaying creativity with the visual content and mediums included. Maximizing accessibility through a highly appealing and attractive multi-platform presentation will help ensure the *Guidelines* reach the appropriate audiences with the desired impact.

While the primary focus of the *Guidelines* is on land use and site design practices and policies that intrinsically support public bus services, the *Guidelines* will also address technical engineering specifications for transit-related infrastructure. *Guidelines* will therefore provide the necessary information to plan communities that are conceptually, practically, and technically supportive of Pace Suburban Bus services. These guidelines will also serve as the basis for the site plan review program offered by Pace, requiring a complementary checklist or other condensed form of the guidelines for internal purposes to rate a development's compliance with stated recommendations and requirements.

SCOPE OF WORK

The scope of this project shall include, but is not limited to, the following:

- Determine what the successes and shortcomings are of the current *Pace Development Guidelines* document, by whom it is used, and the context, frequency, and extent of its use
- Research scholarly studies and practical examples of transit-supportive development to obtain references that support claims of the benefits attributable to such development practices
- Assemble a Project Advisory Committee to guide the process of creating the *Guidelines* from literature review and user identification through marketing and publication, and assist with developing the Marketing and Outreach Plan
- Write the *Guidelines* document(s) and create any digital content and other distributional channels agreed to be part of the *Guidelines* product(s)
- Review, redesign, and rename Pace's Technical Review Assistance Program (TRAP), including development of new methodology underpinning the program's execution based on the contents in *Guidelines* and recommendations for how the program will be implemented internally

- Create a Marketing and Outreach Plan that addresses how all versions (i.e. all media formats) of the *Guidelines* and the associated development plan review program will be marketed and distributed to relevant stakeholders

CONTRACTOR QUALIFICATIONS

The Contractor shall have an understanding of the services offered by Pace and of the significant impact that land use and site design practices can have on the ability to provide such services effectively, efficiently, and affordably. Experience with land use and transportation planning is therefore vital, as is experience with creating graphics-rich planning documents. Further, because technical aspects and engineering standards will also be addressed by these guidelines, transportation engineering experience is also a vital component of the Contractor's project team.

The Contractor's project staff shall include individuals with the following professional backgrounds:

- Planners with a background in land use and/or transportation planning
- Individuals with experience creating digital graphics and illustration, web publishing, and any other multimedia-related skills necessary to carry out multi-format *Guidelines* plans
- An Illinois Professional Engineer-licensed transportation engineer proficient with American Association of State Highway and Transportation Officials (AASHTO), Illinois Department of Transportation (IDOT), and other applicable roadway standards and is qualified to ensure that all specifications included in the *Guidelines* are accurate, safe, and technically sound

TASKS/DELIVERABLES

The Contractor shall perform the following tasks:

- I. Assemble Project Advisory Committee
- II. Literature Review, User Identification, and Outreach Planning
- III. Create *Guidelines for Transit-Supportive Communities*
- IV. Review and Redesign the Development Plan Review Program
- V. Develop a Marketing and Outreach Plan

Task I.) Assemble Project Advisory Committee

The Contractor shall be responsible for assembling a Project Advisory Committee (PAC) comprised of the various stakeholders related to this project. PAC members will be limited to approximately 10-15 individuals, including Chicago Metropolitan Agency for Planning (CMAP), RTA, IDOT, members of the development community, representatives from major regional employers, and Pace, at minimum. The Contractor shall work with Pace to determine the final list of included stakeholders.

The PAC will guide the process of creating the *Guidelines* from literature review and the development of any potential additional distributional channels through developing marketing and publication strategies in the Outreach Plan. This will include providing input and direction, holding discussion sessions and communicating feedback, and relaying information about the project to the various target audiences.

The contract timeline is expected to be twelve (12) months; the Contractor shall propose the schedule for and frequency of PAC meetings as deemed appropriate. Meetings will be held at Pace Headquarters to allow for neutrality among participants and position Pace as the clear host and caretaker of the project. The Contractor shall facilitate all PAC meetings based on a prepared and agreed-upon agenda and shall incorporate input from these meetings into the product(s) of this contract. The Contractor will require Pace's approval before engaging in any direct communication with PAC members, but will be responsible for providing any requested information to PAC members after receiving such approval.

Deliverables for Task I:

- Agendas for and facilitation of PAC meetings and reports as requested by PAC members

Task II.) Literature Review, User Identification, and Outreach Planning

The Contractor shall review relevant studies, materials and exemplary practical examples, including Transit Cooperative Research Program (TCRP) publications and transit-related development guidelines published by other transit and planning agencies, to provide support for the claims and concepts advocated in *Guidelines*. The presentation of strong arguments for such practices and policies are vitally important to changing the perception of bus transit among municipal planners and councils, developers, and the public. An examination of the social, environmental, and economic benefits that bus services can provide to communities should be among the results of the research. All of these findings will be compiled and submitted to Pace for review.

Before writing the *Guidelines*, the Contractor shall identify the various potential users of these *Guidelines* as well as the expectations of and appropriate outreach strategies for these users. This includes determining what distributional channels would best engage these audiences with the *Guidelines'* content, which the Contractor shall use to develop the various forms in which the *Guidelines* will be published. This information will also be used to begin developing the Marketing and Outreach Plan. This process should be completed with PAC consultation.

Deliverables for Task II:

- A report that compiles relevant scholarly information about the importance and benefits of developing for transit
- A report that identifies the anticipated users of the *Guidelines* document and the various forms, including any digital content and/or additional formats in which the *Guidelines* will be published

Task III.) Create *Guidelines for Transit-Supportive Communities*

Though the Contractor is expected to determine much of the content included in the *Guidelines* based on professional expertise and the research completed in Task II, Pace requires that certain elements must be present in the *Guidelines*. At minimum, the *Guidelines* shall:

1. State the document's purpose, goals, and how it relates to realizing Pace's *Vision 2020* and CMAP's *Go To 2040* regional plan. Each of the three general classifications of development within the region (urban, suburban, and rural) should be addressed.

2. Make the case for why public transportation is important and beneficial, why municipalities and developers should actively support it, and how land use policy has a central role in realizing transit-supportive communities.
 - a. Specifically address the benefits of transit to sustainability
 - b. Findings from Task II should be applied to provide scholarly support to claims made
 - c. The inclusion of practical examples and/or short case studies may be appropriate
3. Provide a comprehensive list of transit-supportive development practices and land use policies, ranging from fundamental concepts to specific site-level actions, including but not limited to:
 - a. Foundational Principles
 - i. Smart Growth - This includes such principles as establishing growth boundaries, promoting infill, and increasing the density of established communities
 - ii. Bus Transit-Oriented Development - This focuses on the intensification of land use in cores and along corridors, especially around bus stops, stations, and park-and-ride facilities, to support planned Arterial Bus Rapid Transit services
 - iii. Livable Communities - These are human-scale, mixed-use neighborhoods that encourage and support a balanced transportation system, including walking, bicycling, and the use of public transportation on complete streets
 - b. Physical Design
 - i. Street Network, Site and Neighborhood Connectivity, and Site Organization
 - ii. Location, Design, Safety, and Accessibility of Transit Infrastructure - Transit infrastructure includes bus stops, stations, park-and-ride facilities, and all associated facility amenities
 - iii. Pedestrian and Cyclist Accommodations
 - iv. Best Practices for New Development
 - v. Recommended Retrofits for Existing Development
 - c. Policies and Priority
 - i. Transit-Supportive Zoning, Land Use, and Density Regulations
 - ii. Traffic Demand Management Strategies
 - iii. High-Occupancy Vehicle (HOV) and Queue Jump Lanes
 - iv. Transit Signal Priority
4. Provide technical specifications of the Pace vehicle fleet and the technical infrastructure characteristics required to accommodate them, including but not limited to:
 - a. Pace Vehicle Specifications
 - i. Vehicle Type, Turning Radii, Capacity, On-Board Equipment, Bicycle Racks
 - b. Transit-Supportive Infrastructure Technical (Engineering) Specifications
 - i. Roadway Characteristics - Lane width, curb height, pavement characteristics
 - ii. Transit Infrastructure - Bus stops, stations, park-and-ride facilities, bus turnouts, berths and turnarounds
 - c. Service Qualifications
 - i. Minimum Residential Density
 - ii. Minimum Employment Density
 - iii. Service Type

iv. Vanpool Enrollment Requirements

5. Explain the additional development review services offered by Pace including:

a. Development Plan Review Program - Currently known as TRAP

The *Guidelines* are expected to be highly illustrated, with photographs and illustrations throughout providing visual depictions of the principles addressed in the text. These shall include, but are not limited to, exemplary photographs, local photo-simulations, maps and diagrams. The intention of these supplementary visuals is to lend greater clarity to the meaning of the document's recommendations, to generate greater interest and readability than is possible with a dominantly text document, and to help readers visualize what a transit-supportive community looks like both conceptually and as applied to their communities. All engineering diagrams should be to scale, include standards for safe design, cite the agency from which they came, and be able to be produced as a template.

Deliverables for Task III:

- Design and produce the *Guidelines* document(s) and any supplementary materials in all forms of distribution established to be part of the contract in Task II

Task IV.) Review and Redesign the Development Plan Review Program

Pace provides a site plan review program, currently known TRAP, to help interested agencies and developers accommodate Pace services in planned developments. As the *Development Guidelines* are hereby receiving an update, so too will the plan review program be examined and amended to remain current and consistent with the scope and content of the *Guidelines*.

The Contractor shall be responsible for developing the methodology that will serve as the basis of the development plan review process, which will include both planning and engineering review components. A document should be created that details how the program will function and provides recommendations for how it should be executed internally by Pace. Additionally, some form of checklist, ratings, or other similar system should be created to allow designated Pace staff to simply and consistently gauge a plan's adherence to *Guidelines* recommendations. Contractor shall also provide recommendations for a new name for this review program.

Deliverables for Task IV:

- All internal documents that will serve as the basis for the plan review program, including procedures for both external relations and internal execution
- A portion of the *Guidelines* document that refers to and explains this program

Task V.) Develop a Marketing and Outreach Plan

The Contractor shall work with Pace to create a plan for reaching out to municipalities, developers, other stakeholders relevant to municipal and regional development, and the public in order to generate interest in and gain support of the *Guidelines*. The Outreach Plan should inform the various target audiences of the *Guidelines'* existence, content, and value, and should generate interest among developers and

municipalities to adopt such principles as standard practice. This is an extremely important component of the contract, as the *Guidelines* created are only as influential as the individuals and agencies that are aware and supportive of their existence, purpose and recommendations.

In order to achieve the desired degree of accessibility and marketability, Pace believes the *Guidelines* should utilize multiple distributional channels (e.g. print, web, etc.), the particulars of which are to be proposed by the Contractor for Pace's approval. This should include input from appropriate internal Pace departments. Pace has no preconceived limit as to what the web-based or other multimedia content may include, thus proposals are encouraged to be creative in their utilization of various distributional forms.

The public's knowledge of the *Guidelines* is primarily intended to create public awareness and interest in the types of development being advocated by the *Guidelines*, which is presently not the typical style of development in the suburban Chicago metropolitan area. Marketing such development to the public will inform them of an alternative they may not currently be aware exists and help to create a public demand for such kinds of transit-supportive development. This, in turn, can help make such development less financially uncertain for lenders and developers and more politically viable for city planners and councils to advocate.

Deliverables for Task V:

- A Marketing and Outreach Plan detailing how the *Guidelines* will be marketed to the various stakeholders and the public and to whom the print version will be distributed

FINAL DELIVERABLES

Production-quality copies of all *Guidelines* products shall be provided to Pace including:

1. Twenty (20) printed, bound, hardcover copies of the *Guidelines* document(s) for internal circulation.
2. Five (5) CD/DVDs containing a PDF copy of the printed *Guidelines* document(s) to allow for the document's reproduction and distribution.
3. Five (5) CD/DVDs containing any additional components of the *Guidelines* product, including any web, multimedia, and additional distributional content determined to be part of the contract as established by Task II.

GENERAL REQUIREMENTS

1. The Contractor shall create agenda(s) for project meetings, notifying attendees of meetings via e-mail, preparing detailed minutes of meetings and following up on outstanding activities.
2. The Contractor shall hold meetings or conference calls with the Pace project team at least once weekly at an agreed upon location. After each weekly meeting detailed professionally written meeting minutes shall be prepared and submitted.

3. The Contractor shall maintain a list of items requiring action by either the Contractor or Pace personnel. Tasks shall include establishing responsibility for the actions, status, planned completion dates, actual completion dates and comments as appropriate. The Contractor shall prepare a progress report including budgeted hours, hours accrued, description of work completed, on a weekly basis for distribution to Pace.
4. Pace may assist in creating the agenda and scheduling date, time and place of meetings. A review of the project schedule shall be conducted prior to each meeting. Regular conference call meetings shall be held at least once a week.
5. No personnel substitutions shall be allowed without Pace's approval. If substitutions are required then resumes must be submitted for each person proposed and interviews may be required. All personnel changes must be approved by Pace in writing.

PROVISION FOR PAYMENT

Pace agrees to pay the Contractor and the Contractor agrees to accept as full compensation for its services, payments in accordance with the following prescribed provisions:

1. Actual direct labor costs of all professional and support employees assigned to the project on a full-time basis for all or part of the term of this Agreement, plus properly allocable salaries of all professional or support employees working part-time on the project, all of which are not to exceed the maximum allowable hourly rates of pay as defined in Exhibit F Cost and Profit Detail, all subject to audit. Contractor's professional and support employees, for the purposes of this Agreement, shall be defined as engineers, designers, draftsmen and other employees, excepting officers, who charge their time directly for services under this Agreement. Direct labor costs shall not include amounts for vacation, holiday pay, Social Security, unemployment insurance, workers' compensation or other fringe benefits.
2. Compensation for Officer/Principal rates shall be at a reasonable rate. Payments for work by officers shall be allowable only if participation is essential to effective and economic completion of the project. Officer/Principal rates are for production time (exclusive of time spent for general administration or supervisory activities) expenses or services in connection with this Agreement. Salaries for time spent on administrative and supervisory activities in connection with the Agreement will not qualify as a direct labor cost but will be considered as part of the overhead cost.
3. If there are any direct labor rates in excess of those shown in Exhibit F Cost and Profit Detail, then the difference shall be completely borne by the Contractor without reimbursement by Pace unless prior approval in writing is obtained from Pace for labor rate payments exceeding that allowed in Exhibit F Cost and Profit Detail in accordance with Exhibit B, Section A, Paragraph 15.
4. The overhead allowance shall be based upon actual expenses incurred by the Contractor during the term of the Agreement. The overhead allowance shall be established as a percentage of actual direct labor costs.

5. In the event of any claims being made or any action being brought in connection with the project, the Contractor agrees to render assistance as required by Pace. Pace may direct the Contractor in writing to render such assistance. In all cases for matters concerning additional services as described herein, Pace's directions shall be exercised by the issuance of a change order to this Agreement in accordance with Exhibit B, Section A, Paragraph 15.
6. The Contractor shall submit monthly progress payment requests. These progress payment requests shall be based on actual allowable costs incurred during the billing period.
7. The Contractor shall not be reimbursed more at any time than would be due on an estimated percentage of completion basis as determined by the Project Manager. To meet this requirement, the Contractor shall prepare and submit a monthly progress report, including status against the schedule and chart reflecting the relationship of the projected versus actual man hours and cost subject to the approval of Pace.
8. If actual cash flow begins to exceed projected cash flow the Contractor must specifically address how it intends to complete its Scope of Work within the total project budget. The Contractor shall not be reimbursed for costs in excess of the budgeted amount without a written Change Order authorization from Pace in accordance with Exhibit B, Section A, Paragraph 15.
9. The Contractor's monthly invoices shall be accompanied by statements prepared and certified by the Contractor setting forth the name and title of each person who was engaged in work under this Agreement during such respective month, the number of hours worked each day, the direct labor and any additional expenses attributable to the project. Each such invoice shall be submitted to Pace for approval.
10. All accounts of the Contractor and its subcontractors shall clearly identify the costs of all work performed under this Agreement and shall be subject to periodic and final audit by or at the direction of Pace.
11. As a condition of payment of the monthly progress payments, the Contractor must submit a certification that all subcontractors have been paid monies due for work satisfactorily completed through the present monthly paid estimate. The Contractor agrees to pay each subcontractor for satisfactory performance of its agreement no later than thirty days from the receipt of each payment the Contractor from Pace.

PLACE OF PERFORMANCE

Work shall be completed at the Contractor's site with status update meetings at Pace's Headquarters. As cooperation between the Contractor and Pace will be required, work may need to be performed at Pace on an as needed basis.

PERIOD OF PERFORMANCE

All work shall be completed within twelve (12) months of the effective date of this agreement.

EVALUATION CRITERIA

The Evaluation Committee will score each proposal according to the general evaluation criteria and scoring system described below. Technical proposals will be weighted at 80% and price will be weighted at 20% of the evaluation. Do not include any pricing information in your technical proposal.

Technical Criteria

Technical proposals will be evaluated based on the following criteria, which are listed in descending order of importance:

- 1) The strategic approach, methodology and plan to accomplish each task and provide the deliverables in a timely manner as identified in the Scope of Work including an overall plan and strategy on how this project will be completed and objectives will be accomplished.
- 2) Ability of Contractor to meet the requirements of the contract, including the ability to meet all minimum qualifications and the Contractor's interpretation of the requirements of this project.
- 3) Experience of Contractor's personnel with the creation of similar transit development guidelines for other transit and/or planning agencies, specifically those in which team members exercised a major role.
 - a. Experience of personnel in land use and transportation planning
 - b. Experience of personnel in transportation engineering
 - c. Experience of personnel in digital graphics and illustration and web publishing
- 4) Availability of adequate personnel.
- 5) Ability to meet the project schedule.

Price Criteria

Pricing will be evaluated and scored on the basis of the Grand Total included on Exhibit C.

PROPOSAL CONTENT AND REQUIREMENTS

Contract Documents

Submit the original **Agreement Contract** with all exhibits in their entirety. To be a valid submission, the agreement contract must be signed, dated and submitted on the RFP due date.

All forms must be completed, dated, signed and/or notarized (when applicable). The contract and exhibits submitted shall be the originals provided with the solicitation package and shall not be altered or modified.

Any exceptions to the terms and conditions of the contract shall be clearly detailed in a **Request for Change to Terms and Conditions** form which is included as Exhibit E.

Technical Proposals

Submit one original and five copies of your technical proposal. Technical proposals shall provide a straight-forward, concise description of Contractor's capabilities to satisfy the requirements of the RFP and will be incorporated as an exhibit in the final contract. 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.

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 detailed narration of strategic approach, methodology and the plan to accomplish each Task and deliverables.
- 2) Submit a staffing plan in sufficient detail to address each requirement of this project.
 - a. Name and résumé of each staff member assigned to this contract
 - b. Background information, qualifications, and responsibilities under the proposed program.
 - c. Illinois P.E. license for the project team's engineering staff
 - d. Identify which person will be Pace's main contact for this contract
 - e. Include percentage of time available to be spent by staff and by subcontractors on this project
- 3) Submit a list of all subcontractors proposed for any component of this contract and the work that these Subcontractors will perform, including percentage of time to be spent on these projects. Please include a letter from the subcontractor stating the purpose of their role and their commitment to work on these projects.
- 4) Submit a project implementation schedule.
- 5) Submit a list of similar projects conducted in the past twenty-four (24) to thirty-six (36) months and provide information that demonstrates its experience with creating transit-supportive development guidelines and the principles advocated in such documents, including smart growth, transit-oriented development, and livable communities. The key personnel involved with these projects should be included.

Price Proposal

Submit only one copy of your original price proposal (Exhibit C) and Cost and Profit Detail (Exhibit E) in an envelope clearly marked with the RFP number, title and due date. The price proposal is to be submitted separately, but concurrently with your contract documents and technical proposals.

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 vendor who represents the best overall value to Pace. Questions regarding this RFP shall be submitted in writing to Jane Swider, Senior Contract Buyer at jane.swider@pacebus.com or via fax at 847-228-4204 no later than 3:00 PM, 14 business days prior to the RFP closing date. The RFP closing date is April 25, 2011 at 3:00 PM. Proposals submitted after this date and time will not be accepted.

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.***

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 must be submitted no later than seven (7) business days prior to the bid opening unless stated elsewhere in the solicitation documents. 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 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 the 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 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. The 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.
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 goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Pace, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its performance of this Contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this Contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. 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 the 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:

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

PACE HAS SET A GOAL OF 10% 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 Liaison Officer prior to bid submittal at (847) 228-4257 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 Liaison Officer at (847) 228-4257 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 Liaison Officer upon request. Pace's DBE Liaison Officer 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.

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

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).

**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.

_____	SCOPE OF	FORM OF BID SOUGHT
DBE FIRM	WORK SOUGHT	(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 Liaison Officer at (847) 228-4257.

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
 - 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: _____

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 Liaison Officer, 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 therefore 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 _____, 201_, 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 _____, 201_, 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, the 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 the 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 an 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 4220.1F, 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 4220.1F 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 4220.1F 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 4220.1F. 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 (FOIA)

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 claim 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 (DOT)
 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 for Bid or Request for Proposal.

FTA Requirements

1. **Fly America Requirements:** The Fly America requirements apply to all contracts greater than \$3,000 which include the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. **Surface Transportation Assistance Act/Buy America:** The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee's (Pace's) contracts, subcontracts under that amount are subject to Buy America.
 - A. Pursuant to Section 165.a and 165.b of the Surface Transportation Assistance Act of 1982, the Contractor acknowledges that federal funds shall not be appropriated or utilized for any contract awarded pursuant to this bid unless steel, cement and manufactured products used in such projects are produced in the United States; provided however, that the foregoing provision shall not apply where the Secretary of Transportation has made one of the following determinations:
 - (1) That the application of the foregoing provision would be inconsistent with the public interest
 - (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality
 - (3) In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment), that (a) the cost of components which are produced in the United States is more than 60% of the vehicle or equipment described in this paragraph, and (b) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States
 - (4) That inclusion of domestic material will increase the cost of the overall project contract by more than 25%
 - B. For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
 - C. Likewise, the Contractor agrees as a condition of responsiveness to and in order to induce the acceptance of this Bid Proposal, that it will submit with its Bid Proposal, a completed Buy America Certification as set forth herein.

3. **Charter Service Operations:** The Charter Bus requirements apply to the following type of contract: Operational Service Contracts greater than \$3,000. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. **School Bus Operations**: The School Bus requirements apply to the following type of contract: Operational Service Contracts greater than \$3,000. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.
5. **Cargo Preference – Use of United States Flag Vessels**: The Cargo Preference requirements apply to all contracts greater than \$3,000 which involving equipment, materials, or commodities which may be transported by ocean vessels. The Contractor agrees:
 - A. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
 - B. To furnish within 20 days following the date of loading, for shipment originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to Pace (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
 - C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
6. **Seismic Safety**: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings which are greater than \$3,000.00. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
7. **Energy Conservation Requirements**: The Energy Conservation requirements are applicable to all contracts which are greater than \$3,000. 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**: The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000. (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. **Byrd Anti Lobbying Amendment**: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. 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.
10. **Audit**: Applicable to all contracts greater than \$3,000. 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.

11. **Federal Changes**: The Federal Changes requirement applies to all contracts greater than \$3,000. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (available from the FTA website) between Pace and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.
12. **Clean Air Requirements**: The Clean Air requirements apply to all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed \$100,000. (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.
13. **Davis-Bacon and Copeland Anti-Kickback Acts**: The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

(1) Minimum Wages

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

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

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

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated

for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(3) **Payrolls and basic records**

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Suburban Bus Division of the Regional Transportation Authority (Pace) for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees

(i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act requirements – The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

- (6) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - (10) **Certification of eligibility** –
 - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001
14. **Contract Work Hours and Safety Standards:** This Act applies to construction contracts greater than \$100,000 and, in very limited circumstances, non-construction projects greater than \$100,000.00 that employ laborers or mechanics on public work.
- (1) **Overtime requirements** – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) **Withholding for unpaid wages and liquidated damages** – Pace shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
15. **No Obligation by the Federal Government:** Applicable to all contracts greater than \$3,000. (1) Pace and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this

contract and shall not be subject to any obligations or liabilities to the Pace, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. **Program Fraud and False or Fraudulent Statements or Related Acts:** These requirements are applicable to all contracts greater than \$3,000.
 - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
17. **Ineligible Contractors and Subcontractors:** Applicable to all contracts of any value. 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.
18. **Contracts Involving Federal Privacy Act Requirements:** When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts greater than \$3,000. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
19. **Civil Rights:** Applicable to all contracts greater than \$3,000. The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:
 - 1) **Construction Contracts** – For any contract for construction, the 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. The Contractor shall include a citation to said requirements in all subcontracts.
 - 2) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 3) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
20. **Patent Rights**: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. 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.
21. **Copyright and Rights in Data**: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. 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.
22. **Transit Employee Protective Provisions**: The Transit Employee Protective Provisions apply to each contract greater than \$3,000 for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.
- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - (a) **General Transit Employee Protective Requirements** – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance

provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- (2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- 23. **Drug and Alcohol Testing:** This provision applies to all Operational Service Contracts greater than \$3,000. The Contractor agrees to participate in Pace's drug and alcohol program established in compliance with 49 CFR 653 and 654 which if applicable shall be attached as a separate exhibit to this contract.
- 24. **Incorporation of Federal Transit Administration (FTA) Terms:** The incorporation of FTA terms applies to all contracts greater than \$3,000. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or most recent version are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Suburban Bus Division of the Regional Transportation Authority (Pace) requests which would cause the Suburban Bus Division of the Regional Transportation Authority (Pace) to be in violation of the FTA terms and conditions.

IDOT/RTA/State Requirements

- 25. **Illinois Prevailing Wage Act (820 ILCS 130):** It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as stated in the Illinois Prevailing Wage Act (820 ILCS 130), by any public body and to anyone under Contract for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Public works is defined as all fixed construction work performed by or on behalf of any public body, paid in whole or in part with public funds.

Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacturer or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.

- 26. **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. The Contractor shall provide all documents requested by Pace to perform the analysis.

27. **The Americans with Disabilities Act:** Applicable to all contracts greater than \$3,000. The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 USC 12101 et seq.
28. **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.
29. **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.
30. **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.
31. **State of Illinois Non-Collusion:** The bidder shall certify that the bid/proposal submitted 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 of the Regional Transportation Authority (Pace) or any bidder or anyone else interested in the proposed contract
32. **State of Illinois Ineligible Contractors and Subcontractors:** The Contractor shall certify that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code (Ill. Rev. Stat. Chap.38,33E-1,ET.SEQ.)

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. 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.
- (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 REGARDING SUSPENSION AND DEBARMENT

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

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

(Signature and Title of Authorized Official)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

(Enter name of person making affidavit)

being first duly sworn, deposes and says that he/she is

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

of _____
(Enter name of firm)

the bidder submitting this proposal; 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 _____, 201__

Notary Public

(NOTARY SEAL)

R66 (5/92)

REQUEST FOR PROPOSAL NO. 406752
PACE GUIDELINES FOR TRANSIT-SUPPORTIVE COMMUNITIES
BEST-PRACTICES FOR LAND USE AND SITE DESIGN
PRICE PROPOSAL

General Instructions

Submit only one copy of your price proposal separately, but concurrently, with your proposal in an envelope marked Price Proposal for RFP No. 406752 for Pace Guidelines for Transit-Supportive Communities Best-Practices for Land Use and Site Design. Do not include any pricing information in your technical proposal.

In order to be considered responsive, Proposers must submit a not to exceed price for all Tasks.

Contractor shall **ALSO** complete the attached *Exhibit E-Cost and Profit Detail-Professional Services Contracts (FORM 4400)* for each Task. In total the Contractor shall submit five (5) Exhibit E forms. Please note: If a Contractor is using a Subcontractor for any service then a FORM 4400 must also be completed for that Subcontractor's work.

Firm Fixed Contract Price

Identify your firm, fixed price for the completion of all tasks and deliverables specified in the Scope of Work. Firm fixed pricing shall include all applicable costs. No additional charges will be allowed

	AMOUNT NOT TO EXCEED
Task I (Project Advisory Committee)	\$ _____
Task II (Literature Review, User Identification & Outreach Planning)	\$ _____
Task III (Create <i>Guidelines for Transit-Supportive Communities</i>)	\$ _____
Task IV (Review and Redesign Development Plan Review Program)	\$ _____
Task V (Develop and Execute a Marketing and Outreach Plan)	\$ _____
Total Amount Not to Exceed	\$ _____

Insurance Requirements

The Insurance documentation must be submitted, reviewed and approved by Pace Suburban Bus Service (further known as Pace) prior to the Contract award. At Pace's discretion, the Contractors' failure to submit the required insurance documents may result in their proposal being rejected as "Non-Responsive". Pace also reserves the right to accept or reject the evidence of insurance coverage or other documentation provided at its own discretion.

The Contractor, Supplier and/or Vendor (further known as *Contractors*) or Subcontractors and/or Independent Contractors (further known as *Subs/Independents*) shall provide and maintain insurance coverage required by this Contract. Evidence of required insurance coverage shall be provided on an **Acord 25-S** (or equivalent) Certificate of Insurance form. It is the *Contractors'* responsibility to verify that all *Subs/Independents* insurance coverage meets or exceeds the insurance requirements outlined in this exhibit/contract. All insurers must maintain a rating of **A-VII** or better as rated by A. M. Best Company. If an A.M. Best rating is not available due to insurance coverage being underwritten by an alternative Risk Financing Method (i.e. Self Insurance, Pooling, Captive, etc.) then the *Contractors* and/or insurer(s) shall provide **Pace** with the most recent audited financial statement, audit report notes, and any applicable State Insurance Department self-insurance approval documents.

It is important to note that "Additional Insured" endorsements such as CG 2010 & CG 2037 or CG 2026 or comparable endorsement {General Liability}, CA 2048 {Automobile Liability}, and other policy endorsements (or their equivalents) required by this exhibit shall be submitted to Pace with the Acord 25-S-Certificate of Insurance before award of contract.

The *Contractors* shall insert the substance of this Insurance Exhibit in subcontracts under this Contract and shall require all *Subs/Independents* to provide and maintain the insurance required. **It is the Contractors' sole responsibility to ensure all Subcontractors/Independent Contractors insurance is in compliance with these requirements.**

Minimum insurance requirements are those paragraphs below marked with an **X**:

- ☒ **Certificates of Insurance** shall provide evidence of all required insurance coverage, limits, endorsements, etc. and shall be issued to **Pace** for the duration of the contract or agreement term **plus** two additional years. If a *Contractors'* warranty or material warranty applies, evidence of insurance coverage shall be provided to **Pace** for the entire length of *Contractors'* warranty, and/or the length of materials warranty, whichever is greater. The *Contractors'* agent, broker, or insurer shall issue an updated Certificate of Insurance accompanied by required endorsements to **Pace** prior to the insurance policy renewal date each year.
- ☒ **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. Executive Officers, Sole Proprietors, General Contractor's utilizing Independent Contractor labor, and/or others not required by the Illinois Workers Compensation Act to obtain Workers Compensation insurance coverage agree to execute the attached **hold-harmless agreement**.
- ☐ **Workers Compensation Waiver of Subrogation**
The *Contractors* and its insurer shall agree to waive their rights to subrogate against **Pace** and the Regional Transportation Authority. **Pace** shall be scheduled and/or named on the ISO WC 00 03 13 endorsement or equivalent WC Waiver of Subrogation.
- ☒ **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 or other equivalent 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

- ☒ With respect to the **Commercial General Liability**, **Pace** shall be added as Additional Insured on the *Contractors* CGL policy through one of the following two endorsements; (1) **CG 2010 and G 2037** Blanket Additional Insured Wording directly from the *Contractors* General Liability Insurance policy or (2) **CG 2026** Designated Organization Endorsement (or comparable format) naming **Pace** as the “Designated Organization” through the issuance of either Endorsement, **Pace** shall be granted Additional Insured status for “ongoing and completed operations”.
- ☐ **Commercial General Liability-Additional Insured Vendors** – The *Contractor* shall provide **Pace** with a copy of an ISO CG 20 15 endorsement (Additional Insured-Vendors) from the Manufacturer(s) insurer of the product(s) sold to **Pace**. The endorsement shall provide the *Contractor* with Additional Insured status under the Manufacturer’s Commercial General Liability-Products/ Completed Operations policy. Endorsement CG 20 15 requires that the *Contractor* be scheduled (named) on this policy and endorsement and that the products covered under this endorsement are also scheduled. In cases where the *Contractor* sells numerous products for a specific Manufacturer, it is acceptable for the endorsement to read “All Vendors” or “Blanket all Vendors”.
- ☒ **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 vehicles. Coverage provided shall be not less than that provided by the current ISO form CA 00 01 and contain Symbol 1- (Any Auto) defining the covered autos.
- ☐ **Business Auto Liability Insurance** shall include a **CA 2048** endorsement which shall identify **Pace** as an Additional Insured on this policy.
- ☐ **Automobile Physical Damage** with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the **Replacement Cost** value of the vehicle(s). Replacement Cost is defined as cost to replace new with like kind and quality and zero (\$0) in accumulated depreciation.
- ☐ If the *Contractors* are leasing **Pace** property or using **Pace**-owned vehicles/property, and are contractually obligated to insure **Pace**-owned property, the *Contractors*’ insurer or agent/broker shall name Pace Suburban Bus Service as the **Loss Payee** **Pace** shall be provided with a BP 12 03 Loss Payee (or equivalent) endorsement that specifically schedules Pace as a Loss Payee.
- ☒ **Umbrella Liability Insurance** affording limits of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate coverage. Such umbrella coverage shall contain the following policy provisions and/or endorsements: defense, investigation, and supplementary payments “outside” or “in addition to” the policy limits, 30 day Notice of Cancellation, Definition of “Who is an insured” (includes “Any person or organization” that is an insured under any policy of underlying coverage) and the *Contractor* must maintain underlying insurance as scheduled when the Umbrella coverage was bound.
- ☒ **Professional Liability/Errors and Omissions Insurance** coverage with a limit of not less than \$1,000,000 per Occurrence and \$1,000,000 Policy Aggregate. The Professional Liability policy shall be sent to the **Pace**’s Risk Management Department for review of coverage terms, conditions, and exclusions. If Professional Liability coverage is added by endorsement to the General Liability coverage, a copy of the General Liability policy should be forwarded to **Pace** for review. **Pace** reserves the right to accept or reject the evidence of coverage provided by the *Contractor*.
- ☐ **Garage Liability/Garage Keepers Coverage** combining Business Auto Liability and Physical Damage Coverage shall provide the following minimum limits: \$1,000,000 CSL-Garage Liability. Garage Keepers written on a Comprehensive Form shall provide a location limit sufficient to cover the Fair Market Value on new **Pace**-owned vehicles/equipment and Replacement Cost Value on pre-driven **Pace** owned vehicles/equipment and all other non-owned vehicles at the specific storage/repair location. The *Contractor* shall also

furnish **Pace** with a copy of the **CA 25 14** broadened coverage endorsement. The Garage Liability policy shall include symbols 30 and 31. The Garage policy shall be written on a **CA 00 05** policy form or its equivalent. If towing services are included in the scope of work of the contract with **Pace**, then "On-Hook" Coverage of \$500,000 is also required.

☐ **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**

☐ **Fiduciary Liability** with a coverage limit in the amount of \$_____. This liability insurance shall provide coverage to **Pace** for any loss that the *Contractor* becomes legally liable arising out of their role as fiduciaries, including the cost of defending those claims that seek to establish such liability. This insurance shall pay because of a claim made against the *Contractor* for any alleged wrongful act committed by said *Contractor* or by any other person for whom the *Contractors* are legally responsible. A wrongful act includes any violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act (ERISA), as well as acts, errors, or omissions in the performance of the duties of a plan administrator or consultant.

☐ **Fidelity Bond** coverage in the amount of \$_____ through a Surety Company that has a rating of at least A-VII per A.M. Best or a rating from Standard & Poor's of at least A- for the entire term of the contract. The Bond shall include all of the *Contractors'* employees in order to protect **Pace** against losses arising out of, and not limited to: theft, embezzlement, fraud, misplacement of funds, money or documents.

☐ **Technology Errors and Omissions/Cyber Liability Insurance** – The third-party liability policy shall include the following coverage and limits of coverage.

Third-Party Coverage Part	Includes coverage for:	Required Minimum Sublimit
Professional Services	Acts, Errors, or Omissions in the course of providing professional services	\$_____ per occurrence
Content/Media Liability	Personal and advertising injury and intellectual property infringement arising out of media content created, produced or disseminated by the insured (contractor)	\$_____ per occurrence
Network Security Liability	Breaches in network security or unauthorized access events	\$_____ per occurrence
Privacy Liability	Wrongful disclosure of confidential information	\$_____ per occurrence

☒ The *Contractors'* "Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording **"This insurance is primary, non-contributory, and not excess of any other insurance of Pace."**

Notice of Cancellation on all Policies

All insurance coverage shall contain a 30-day notice of cancellation, except in the case of non-payment of premium which is 10 days. The Insurer and/or Agent/Broker shall endeavor to provide the written notice of cancellation to **Pace's** Risk Management Department **30** days prior to the effective date of cancellation (except for non-payment of premium which is 10 days). Failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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

If your company is self-insured or utilizes a Risk Financing Mechanism in which a deductible or SIR (self-insured retention) exceeds \$25,000, **Pace** reserves the right to request the most recent audited financial statements from the contractor and documents from the State Insurance Department granting self-insurance approval.

Within five (5) business days of Pace's request and prior to contract award the insurance company, or its representative, shall submit an insurance certificate and corresponding endorsements that meet or exceed Pace's requirements.

Purchasing Manager
Pace Suburban Bus Service
550 West Algonquin Road
Arlington Heights, IL 60005-4412

FAILURE to comply with **Pace's** Insurance Requirements and provide evidence of insurance coverage as required by contract may result in your bid or proposal being rejected as non-responsive. The *Contractors'* failure to carry, maintain and/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 *Contractors'* obligation to obtain the required insurance. The *Contractors'* expressly agree that these insurance provisions in no way limit the *Contractors'* responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. *Contractors'* insurance agent shall, upon request by **Pace**, furnish a copy of the insurance policy addressed to the Purchasing Department Manager. *Contractors* shall not commence work herein until they have obtained the required insurance and has received **Pace's** approval.

REQUEST FOR PROPOSAL NO. 406752
PACE GUIDELINES FOR TRANSIT-SUPPORTIVE COMMUNITIES
BEST-PRACTICES FOR LAND USE AND SITE DESIGN
COST AND PROFIT DETAIL

1. **Direct Labor Hours** – Identify each role (i.e. project manager, principal, analyst, etc), and the number of hours devoted to this project. Labor rates shall not exceed the figures noted.

Direct Labor costs shall be direct salary costs of all professional and support employees assigned to this project on a full-time basis for all or part of the term of the Project, plus properly allocable salaries of all professional or subprofessional employees working part time on the project. Professional and support employees shall include engineers, systems analysts, programmers and other employees who charge their time directly to this project. Officers and principals are not considered in this category and their costs are to be defined separately. Salary costs shall not include amounts for vacation or holiday pay, Social Security, Unemployment Insurance, Workers' Compensation or other fringe benefits or payroll burden, which are part of overhead cost.

2. **Burden-Project Overhead** - The overhead cost applicable to direct labor may only be calculated as set forth herein. Overhead is applicable only to direct salary costs. The Project Overhead shall be certified by an officer or principal of the firm and by the financial officer of the firm. It is also requested that in the Project Cost Proposal you indicate when your last government audit was performed, the accounting period covered and the name and address of the government agency which performed the audit. The Project Overhead shall be prepared on the basis of the Contractor's fiscal year. The overhead rates shall consist of (1) payroll burden and (2) nonpayroll burden (indirect expenses and general administrative expenses). These expenses are allocated as follows:

Payroll Burden - Payroll burden items are allocated pro-rata to all chargeable direct salaries and wages and include employee benefits such as vacations, holiday pay, sick leave, group life, accident and health insurance, retirement annuity contributions, federal insurance contributions, unemployment taxes, and employee bonuses, but only if the bonuses are part of a company plan which does not constitute a "distribution of profits" under existing government regulations.

3. **Fixed Fee or Profit** - The fixed fee for profit is a lump sum amount which is negotiated, and is not altered during the term of the project unless a substantial change in the scope of services occurs.
4. **Direct Material (Direct and other Costs)** - Contractor shall identify firm, fixed rates for any and all direct or other costs to be incurred by Pace. This category includes all expenses which are to be reimbursed when they are incurred. In general, items included as direct costs, which do not bear any overhead, are items such as direct costs for telephone, communications, outside computer services, rental or purchase of items or equipment, etc.
5. **Travel** – Travel expenses, if any, shall be billed at cost as they are incurred by the Contractor and are subject to the terms and conditions below.
 - a. Pace will reimburse travel costs only for individuals traveling outside of the Chicago six-county region which includes Cook, DuPage, Kane, Lake, McHenry and Will counties.
 - b. Costs and expenses eligible for reimbursement will be those that are reasonable, allocable and allowable, as determined by Pace in accordance with Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures, Subpart 31.2, Contracts with Commercial Organizations.

- c. Airfare shall be the lowest customary standard, coach, or equivalent airfare offered during normal business hours.
 - d. Per Diem shall include lodging, meals, and incidental expenses. Per Diem expenses shall not exceed the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the contiguous United States (CONUS).
 - e. Itemized receipts shall be required for any expense of \$75.00 or more. Contractor shall document and provide to Pace the following information; date and place of the expense, purpose of the trip, name of person on trip and that person's title or relationship to the Contractor.
 - f. Alcoholic beverages are not reimbursable.
 - g. Transportation and Per Diem costs shall not exceed the totals noted below.
6. **Subcontracts** – Provide name address of subcontractor, description of work provided and total amount. Also attach FORM 4400 showing detailed information for each subcontractor where applicable.
7. **Other Direct Costs** –Provide description, quantity and unit cost for each applicable item.
8. **General and Administrative Expense** Provide amount and the percentage for the basis of the calculation.
9. **Grand Total:** The Grand Total noted shall represent the not-to-exceed total for this contract. All services described within shall be complete as determined by Pace and the total cost shall not exceed the Grand Total noted.

COST AND PROFIT DETAIL – PROFESSIONAL SERVICES CONTRACTS (FORM 4400)			
RFP NO. 406752	FOR: Pace Guidelines for Transit-Supportive Communities Best-Practices for land Use and Site Design		Task # _____
PROPOSER'S NAME AND ADDRESS: _____			
DETAIL OF DESCRIPTION	HOURS	x RATE/HOUR	= TOTAL DIRECT LABOR
1. DIRECT LABOR (specify)		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL DIRECT LABOR			\$
2. BURDEN	BURDEN RATE (%)	x BASE	= BURDEN (\$)
O/H on Direct Labor	%	\$	\$
	%	\$	\$
	%	\$	\$
	%	\$	\$
	%	\$	\$
	%	\$	\$
	%	\$	\$
TOTAL BURDEN			\$
3. FIXED FEE OR PROFIT (%) (limited to 10% of direct labor and overhead)			%
TOTAL PROFIT (\$)			\$
4. DIRECT MATERIAL (itemize)	QTY	x UNIT COST	= TOTAL
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL MATERIAL			\$
5. TRAVEL (if direct charge)			
a. TRANSPORTATION			\$
b. PER DIEM OR SUBSISTENCE			\$
TOTAL TRAVEL			\$
6. SUBCONTRACTS (Specify on reverse - explain royalty costs, if any)			\$
7. OTHER DIRECT COSTS (Specify on reverse - explain royalty costs, if any)			\$
8. GENERAL AND ADMINISTRATIVE EXPENSE (%)			%
TOTAL GENERAL AND ADMINISTRATIVE EXPENSE (\$) – Incl. basis for calculation ____% of item nos _____			\$
9. GRAND TOTAL (DIRECT LABOR, BURDEN, PROFIT, MATERIALS, TRAVEL, SUBCONTRACTS, DIRECT COSTS AND GENERAL AND ADMINISTRATIVE)			\$

10. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A.GOVERNMENT AUDIT PERFORMED	☐ Yes ☐ No	DATE OF AUDIT:		ACCOUNTING PERIOD COVERED:	
------------------------------	--	----------------	--	----------------------------	--

B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT	C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ☐ Yes ☐ No (If yes, name Agency negotiating rates)
---	--

D. (If no Government rates have been established use the information below to furnish sufficient detail on your overhead and general and administrative rates)

[illegible]

11. SUBCONTRACT INFORMATION (Attach FORM 4400 for each Subcontractor)

NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL SUBCONTRACTS (Record total on Page 1, No. 6)		\$

12. OTHER DIRECT COSTS (Attach additional pages as needed)

Description	Qty	x Unit Cost	= TOTAL
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL OTHER DIRECT COSTS (Record total on Page 1, No. 7)	\$		

CERTIFICATE

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ☐ has ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.

NUMBER OF EMPLOYEES	☐ 500 and under	☐ over 500	STATE INCORPORATED IN
	☐ over 750	☐ over 1,000	

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR
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REQUEST FOR PROPOSAL NO. 406752
PACE GUIDELINES FOR TRANSIT-SUPPORTIVE COMMUNITIES
BEST-PRACTICES FOR LAND USE AND SITE DESIGN
REQUEST FOR CHANGE TO TERMS AND CONDITIONS

Pursuant to Exhibit B, Section A, Article 15, Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Pace will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

Proposer:	
Requesting:	☐ Modification ☐ Elimination ☐ Addition
To/of:	Exhibit ____, Page ____, Section/Paragraph/Article: _____
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
Pace Response:	☐ Change accepted as stated ☐ Change accepted with further modification as stated below ☐ Change rejected