



Invitation for Bids (IFB)
City of Decatur, Illinois
Decatur Public Transit System



HVAC Replacement
IFB #TRANSIT 2022-06

CITY OF DECATUR

DECATUR PUBLIC TRANSIT SYSTEM

555 E WOOD ST., DECATUR, IL 62523-1325

Bid Due Date: December 28, 2022



LEGAL NOTICE

November 16, 2022

INVITATION FOR BIDS
Transit HVAC IFB #TRANSIT 2022-06

The City of Decatur (City) is seeking the service of a qualified contractor to replace the HVAC at the Transit Center on 353 E Williams St. and at multiple buildings at the Administration Building on 555 E Wood St. The Scope of Work is outlined in the Invitation for Bid (IFB). The successful bidder shall meet the terms and conditions set forth in this document and all other applicable exhibits, appendix, and attachments.

A copy of this **IFB is posted** on the City of Decatur website at

<https://www.decaturil.gov/public-information/request-for-proposals/>

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[Demand Star](http://www.demandstar.com)
www.demandstar.com

A **Mandatory** Pre-bid Meeting is scheduled for **December 1st at 9:00 AM** located at 555 E. Wood St, Decatur, IL 62523. Please, direct all questions regarding this IFB by **December 12, 2022** in writing to:

Lacie Elzy, Transit Administrator
City of Decatur, Decatur Public Transit System
555 E Wood St.
Decatur, IL 62523-1325
(217) 424-2814, E-mail: lelzy@decaturil.gov

All bids must be received on or before **10:00 am (CST) on December 28, 2022**. Bids described herein will be received at the **City Purchasing Division** on the **first floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, IL, 62523**.

The City of Decatur reserves the right to accept, renegotiate or reject any or all bids and to waive any variance from the requirements of the instructions for bidders. The City further reserves the right to award the contract to the bidder, which, in the opinion of the City, will best serve the public interest, and the criteria listed herein. At the discretion of the City, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the bid price.

Any contract resulting from these bids is subject to and contingent upon a financial assistance contract between the City of Decatur and the United States Department of Transportation, Federal Transit Administration, and the Illinois Department of Transportation. Bidder will be required to comply with all applicable State and Federally required clauses.



INVITATION FOR BIDS

SCOPE. The City requires the service of a qualified contractor to replace the HVAC at the Transit Center on 353 E Williams St. and at multiple buildings at the Administration Building on 555 E Wood St. as detailed in the Price Schedule. The Contractor (or “Bidder/Proposer”) shall complete all work, and all work shall be performed and installed by licensed contractors in accordance with state and local codes. All work to be paid prevailing wage rates, and copies of certified payroll must be submitted prior to invoice being paid to lelzy@decaturil.gov. All work to be performed between the hours of Monday-Friday, 7AM-5PM, unless agreed upon by both parties. Bid should not include taxes.

Contractor shall abide by all materials and work contained within the attached Technical Project Specifications Manual for HVAC System and Controls Renovations packet. Contractor shall provide all necessary labor, materials, tools, equipment, insurance, and supervision necessary for the installation of the HVAC systems.

The Contractor will refer to the following Attachments:

1. Technical Project Specifications Manual for HVAC System and Controls Renovation
2. Corresponding Diagrams

CONTRACT TERMS. The funding to operate Decatur Public Transit System (“DPTS”) is provided under financial assistance contracts between the City of Decatur and the Illinois Department of Transportation, and the U.S. Department of Transportation, Federal Transit Administration, and must operate within the confines of this funding. The contract for providing such services shall be in accordance with the terms and conditions set forth in this IFB document, as required by the funding agencies. The City, as the fiscal agent for all state and federal public transit funding for the Decatur, Illinois urbanized area, shall have direct oversight over all day to day operations of the selected Bidder.

COMPLETION DATE. Upon award of the contract and a notice to proceed issued by the City, work can commence. The completion date of the project shall be no later than March 31, 2023 unless agreed upon in writing by both parties. Will make exceptions due to the availability of parts but must be communicated and agreed upon.

PAYMENT. Payment for services rendered and expenses incurred shall be made after presentation of Contractor’s proper invoices, and certified payroll to Lacie Elzy, lelzy@decaturil.gov. Contractor agrees to supply any additional information requested by the City in relation to invoices. The City, at any time, may conduct an audit of records related to this project. Any overpayment uncovered in such an audit may be charged against the contractor’s future invoices. The City may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. No advance payment shall be made for the work furnished by contractor related to this contract.



Invoices should be submitted to:

City of Decatur
Accounts Payable
1 Gary K Anderson Plaza
Decatur, IL 62523

This Invitation to Bid (IFB) outlines the services sought and the required documents for submission.

The term of this agreement shall be for one period of one (1) year from date of contract award. The awarded contract is subject to City Council approval. Bidders must be able to provide references upon request.

QUALIFICATIONS FOR AWARD. Award shall be made to the lowest bidder found to be responsive and responsible and is determined to be in the best interest of the City.

RESPONSIVE AND RESPONSIBLE BIDDERS. Responsive bids are those complying in all material aspects of this invitation for bids, both as to the method and timeliness of submission and as to the substance of the bid. Bids which do not comply with all the terms and conditions of this invitation for bids may be rejected as non-responsive.

Responsible bidders are those prospective contractors who, at a minimum, must:

- have adequate financial resources;
- can comply with the proposed performance schedule;
- have a satisfactory record of past performance;
- are legally able to provide materials to the City, i.e. are not debarred or suspended; and
- are otherwise qualified and eligible to receive an award under all applicable laws and regulations.

The City shall determine whether a bidder is responsive and responsible. The City reserves the right to reject bids where evidence submitted is determined to be fraudulent, or investigation and evaluation indicate inability of the bidder to perform.

QUESTIONS AND CLARIFICATIONS. Questions and requests for clarifications must be received by **December 12, 2022**. Responses to any addenda will be made available at

<https://www.decaturl.gov/public-information/request-for-proposals/>

no later than 4:00pm on **December 16, 2022**. It is the bidder's responsibility to check for any addendums. If applicable, bids shall acknowledge receipt of all addenda by completing Attachment C. Failure to acknowledge receipt of an addenda(s) and to complete all requirements below may be considered non-responsive and rejected by the City.

All contact should be directed to:



Lacie Elzy, Transit Administrator
Decatur Public Transit System
555 East Wood Street
Decatur, Illinois 62523

Phone: (217) 542-3559

E-mail: lelzy@decaturil.gov

Any spoken communication given is not binding upon the City until it is communicated in written form to all known potential bidders.

APPROVED EQUAL. Wherever in these proposal forms and specifications an article or material is defined by using a trade name or the name and catalog number of a manufacturer or vendor, the term "OR APPROVED EQUAL", if not inserted therewith, shall be implied. It is understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "OR APPROVED EQUAL" is defined as meaning any other make equal in material, workmanship, and service, and as efficient and economical in operation. An article meeting these conditions may be accepted, unless specifically noted otherwise in the bid document.

BID SUBMISSION. All bids must be received on or before **10:00 am (CST) on December 28, 2022**. Sealed bids described herein will be received at the **City Purchasing Division on the first floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, IL, 62523**, where bids will be publicly read. Bidders must include technical specifications of the proposed barrier. Bidder must include installation and preventative maintenance tips. Bidders must include an estimated time frame for installation of the operators. Please, use the Price Schedule on pages 10-12 to submit your bid. Include any applicable, signed attachments with the bid.

BID POSTPONEMENT AND AMENDMENT. The City reserves the right to postpone the deadline for submitting bids and the opening of the bids, and to revise or amend the specifications at any time up to the deadline for submitting bids. Such changes, revisions and amendments, if any, shall be announced to each prospective bidder by written addenda to this solicitation. At the discretion of the DPTS, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the bid price.

BID MODIFICATION OR WITHDRAWAL. Bids may be modified or withdrawn up to the deadline for submitting bids. After the deadline, bids may not be modified or withdrawn for ninety (90) calendar days. Unless an extension is agreed to by both parties, bids shall be valid for ninety (90) calendar days after the submittal deadline.

BID REJECTION. The City reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders. The City reserves the right to accept any bid or any part or parts thereof or to reject all bids submitted. Conditional bids, or those that have taken exception to the specifications, will be considered non-responsive and will be rejected. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a bid submission may be cause for its rejection.



BID FORMAT. The bid shall be a firm, fixed price. Please, bid using the “Price Schedule”, your best price, terms, and installation of items described below. Sign your firm name, official signature and include any applicable attachments.

PRE-SITE VISIT: A pre-site visit is mandatory and is scheduled for **December 1st, 2022, at 9:00 AM** at the Transit Administration building located at 555 E. Wood, Decatur, IL 62523

PREPARATION OF BID(S). All bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk. Each bidder must furnish the information required by the solicitation. Bidders must sign and submit all bid forms, certifications, and affidavits. The person signing the bid must have the authority to bid and must initial erasures or other changes of entries made by the proposer.

PROTEST AND APPEALS. Prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract may make protests. The DECATUR PUBLIC TRANSIT SYSTEM (DPTS) will consider all protests requested in a timely manner regarding procedures or the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Decatur Public Transit System 555 E Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- a. Name, address, and telephone number of protestor;
- b. Identification of contract solicitation number;
- c. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- d. A statement as to what relief is requested.

Protests must be submitted to the DPTS in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant. All pre-award protests must be received by the Addenda due date in this RFP, and all post-award protests must be received within five (5) business after proposals are due for this RFP. Responses for both pre- and post-award protests will be issued within fifteen (15) business days of receipt.

A protestor may file a protest with the Federal Transit Administration (FTA). FTA's review of protests will generally be limited to allegations that (1) DPTS does not have or fails to follow its protest procedures; (2) DPTS failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. When raising Federal matters with the FTA, protesters are advised to clearly articulate the Federal concern, the prejudice to the protestor that will result if FTA does not resolve the Federal matter immediately, and provide any other relevant documents or materials. The FTA is not obligated to review any protest. Notice to the FTA of proposal protests regarding procurements with substantial federal funds involved is advised.

Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the City. The protest filed with FTA shall:

- a. Include the name and address of the protestor;
- b. Identify the DPTS's project number and the number of the contract solicitation;
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow DPTS's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;



- d. Include a copy of the local protest filed with DPTS and a copy of the DPTS's decision, if any.
- e. The FTA regional office must receive an appeal to FTA within five (5) working days of the date the protester knew or should have known of the violation.

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

COST OR PRICE ANALYSIS. The City reserves the right to conduct a cost or price analysis for any purchase, including the bid price and any contract changes. Additionally, the City may be required to perform a cost analysis when competition is lacking for any purchase. Procurements which result in a single bid will be subject to a cost analysis which will include the verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect of bid prices. Single bids are subject to negotiation to achieve a fair and reasonable price for the City. Bidders must be prepared to submit data relevant to a cost or price analysis.

TRANSIT FUNDING. Any contract resulting from this IFB is subject to financial assistance from the United States Department of Transportation and the Illinois Department of Transportation, and may be limited to the amount of funding received. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this contract or in any amendment hereto, the City may, upon written notice to the contractor, terminate this contract in whole or in part. Such termination shall be in accordance with the City's rights to terminate for convenience or default.

PUBLIC DISCLOSURE OF PROPOSALS. The City is subject to the Illinois Freedom of Information Act. Therefore, the contents of this IFB and the contractor's bid submitted in response to this IFB shall be considered public documents and are subject to the Illinois FOIA statutes. However, various items may be exempt under public disclosure laws, such as proprietary, privileged or confidential information, and should be marked as such.

TAXES AND INTEREST. The City is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Bidders will not include these taxes in the proposal price. All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the bid price. The City will not pay interest on unpaid or disputed invoices, whether due or overdue.

ASSIGNMENT AND/OR SUBCONTRACTING. A submitted bid and, if accepted, the resultant contract may not be assigned without permission of the City. A listing of all subcontractors, if any, and the portion of the services that they will provide must be submitted with the bid. If subcontractors are listed, this does not relieve the successful proposer (Contractor) from any prime responsibility of complete and acceptable performance under any awarded contract.

The contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this contract, without the prior concurrence of the City. All such subcontracts, agreements, and force work shall be handled as prescribed for third-party contracts, agreements and force-account work by the Illinois Department of Transportation (IDOT) manual for



Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City for approval.

DAVIS BACON ACT. Under 49 USC 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed by FTA assisted construction, alteration, and repair projects. The bidder agrees that the contractor's laborers and any subcontractor's, of any tier, laborers who work on this project shall be paid, at a minimum, the prevailing wage rates certified by the Secretary of Labor, not less than once a week. More information can be found in Section 2-15.

In submitting your bid or proposal for a public works project for the City of Decatur that is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City follows the Davis-Bacon Act.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Davis Bacon Act for employees on Public Works.
2. All contractors and subcontractor's bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Davis-Bacon Act.
3. All contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Davis Bacon Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Davis Bacon Act.
4. A copy of the relevant prevailing wage rates (Davis Bacon Act Wage Determinations) shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, social security number and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.
6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.
7. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:
 - a. The certified payroll records submitted are true and accurate;
 - b. The hourly rate paid to each worker is not less than the Davis Bacon Wage Determinations rate required; and,



- c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.

8. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.

9. If the Department of Labor revises the Davis Bacon Wage Determinations of hourly wages, the revised rate shall comply.

10. Payment to the contractor or all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.

11. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Davis Bacon Act to ensure your compliance and consult with an attorney of your own choosing.

The following link provides the Davis-Bacon current prevailing wage rate determination:

[Wage Determinations](#)

Or, use the following web address: https://beta.sam.gov/search?keywords=&sort=-modifiedDate&index=wd&is_active=true&page=1.



PRICE SCHEDULE

HVAC System and Controls Renovation at the Multi-Modal Facility (Bus Transit Facility) at 353 East William St Decatur, IL 62523 and the Decatur Mass Transit Facility (Administrative Building & Overnight Bus Garage) at 555 East Wood Street Decatur, IL 62523

Base Bid \$ _____

Alternate Bid #1 - New Water Heater (Decatur Mass Transit Facility) Add to base bid \$ _____

Alternate Bid #2 - New Boilers (Decatur Mass Transit Facility) Add to base bid \$ _____

Alternate Bid #3 - Add HVAC to breakroom (Decatur Mass Transit Facility) Add to base bid \$ _____

Alternate Bid #4 – Building Management Controls (Multi-Modal Facility) Add to base bid \$ _____

Alternate Bid #5 – Replacement of existing radiant tube heater system (Decatur Mass Transit Facility)
Add to base bid \$ _____

Authorized Signature

Company Name

Date

Note: Pricing shall cover all costs including but not limited to labor, materials, markups, overhead, profit, insurance, fuel, freight, and transportation. City will make payment net 30 days of receipt of successful/ final completion of order and receipt of certified payroll records.



Terms and Conditions

2022

1-1 Terms and Conditions

City of Decatur and Decatur Public Transit System will be referred to as “Buyer” and the person or company selling to the Buyer will be referred to as “Seller”.

1. Acceptance of Purchase Order. This order becomes a contract (1) when signed acknowledgement is received by Buyer, or (2) when shipment according to schedule or all or any portion of the goods covered by this order shall be made, or (3) when written approval is given Seller by Buyer of the price and delivery schedule of the goods as stated by Seller if Seller’s written acknowledgment of the order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer’s approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement of this order, inconsistent with or in addition to the terms and conditions stated in this order, and any alteration in this purchase order, shall have no force or effect, and that the Seller by acknowledgment thereby agrees that any such provisions in the acknowledgment or any such alterations in this order shall not constitute any part of the contract formed hereby. The contract shall contain the entire agreement of the parties and failure of any party to enforce any of the rights hereunder shall not constitute a waiver of such rights or of any other rights under the contract.

2. Packing and Transportation. Seller shall suitably pack, mark and ship all materials in accordance with the requirements of common carriers to secure lowest transportation cost, and no additional charges shall be made to Buyer therefore unless otherwise stated herein. No charges shall be made for packing, boxing, drayage or storage, unless authorized by Buyer in writing. Seller shall properly mark each package with Buyer’s order number, address and, where multiple packages comprise a single shipment, shall consecutively number each package. Purchase order number and package numbers shall be shown on packing slips, bill of lading and invoices.

3. Delivery. Deliveries shall be made in quantities and at times specified in this order or in supplementary schedules furnished by the Buyer, and Buyer reserves the right to change delivery schedules and temporarily to suspend scheduled shipments. If materials are shipped or received after the previously agreed upon date, Buyer may return such materials to Seller at Seller’s risk and expense. Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at any time Seller has reason to believe that deliveries will not be made as scheduled, it shall immediately give written notice setting forth the cause of the anticipated delay.

4. Invoices and Payment. Unless otherwise provided in this order, no invoices shall be issued or payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. If the amount of delivered materials is less than the quantity ordered by the Buyer, or if Buyer rejects any portion of the delivered materials, Buyer must adjust the payments to Seller accordingly.

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to **City of Decatur, Accounts Payable, 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523**. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur’s authorized representative.



Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number.

5. Inspection. All materials shall be received, and work shall be performed, subject to Buyer's inspection and rejection. Rejected materials will be returned to Seller at Seller's expense for all transportation and costs of labor of reloading, packaging, trucking, etc. and such materials shall not be replaced except upon receipt of a new order. Payment for materials or work shall not constitute an acceptance thereof.

6. Warranties. In addition to standard warranty and/or service guarantee, Seller warrants that all goods supplied hereunder shall:

- a. Be free and clear of all liens and encumbrances, good and merchantable title thereto being in the seller;
- b. Be free from any defects in design, material or workmanship and of good and merchantable quality;
- c. Conform to Buyer's specifications or the sample approved by Buyer, as the case may be, or be fit for the known purposes for which purchased hereunder; and
- d. Comply and have been produced, processed, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and orders.

The forgoing warranties shall survive inspection, delivery and payment.

If any such goods shall be found to be unsatisfactory for any reason, Buyer may, at its option, retain such goods at an adjusted price or return them to Seller for repair, replacement or refund as Buyer shall direct. Buyer shall be reimbursed by Seller for all its expenses about the handling and transporting of any such unsatisfactory goods, and Seller shall assume all risk of loss or damage in transit to goods returned by Buyer pursuant hereto.

7. Warranty as to Patents. Seller warrants that the goods covered by this order and sale or use of them will not infringe any United States or foreign letters patent, and the Seller agrees to defend, protect, or save harmless the Purchaser, its successors, assigns, customers and other users of its products, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringements of any patent by reason of the sale or use of the articles covered hereby.

8. Changes. Buyer may at any time by written notice make changes within the general scope of this order to drawings, and specifications, shipping instructions, quantities and delivery schedules. Should any such change increase the cost of, or the time required for, performance of this order; an equitable adjustment in the price and/or the delivery schedule will be negotiated. Any claims for adjustment by Seller must be made within thirty days from the date the change is ordered or with such additional period as may be agreed upon. No changes may be made by the Seller without prior written approval. Unauthorized substitution of the material specified in the quoted unit price is prohibited.

9. Compliance with Federal, State and Local Laws. In performing its duties under this order, Seller will comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations thereunder, including but not limited to laws and regulations designed to protect human health or the environment.

10. Use of Designs, Data, etc. Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, engineering data or other technical proprietary information furnished by Buyer and use such items only in the production of items under this order or other orders from Buyer and not otherwise, unless Buyer's written consent is first obtained. Upon completion or termination of this



order, Seller shall return all such items to Buyer or make other disposition thereof as may be directed or approved by Buyer.

11. Notice of Labor Dispute or any Cause of Delay. Whenever Seller has knowledge that any actual or potential labor dispute or any other condition which is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

12. Assignment. Seller shall not assign any rights or claims under this order nor any monies due or to become due without the prior written consent of the Buyer and any assignment made without such consent shall be void as to Buyer.

13. Applicable Law. The rights and duties of the parties hereto shall be determined by the laws of the State of Illinois, and to that end this agreement shall be construed and considered as a contract made and to be performed in the State of Illinois.

14. Bankruptcy. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against the Seller, the inability of the Seller, to meet its debts as they become due, or in the event of the appointment, with or without the Seller's consent, of an assignee for the benefit of the creditors or the receiver, then the Buyer shall be entitled, at its sole option, to cancel any unfilled part of this purchase order without any liability whatsoever. Seller shall have the obligation to inform Buyer in writing of such bankruptcy or insolvency.

15. Indemnification. Seller will indemnify, save harmless, and defend the Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of this purchase order.

16. Supplementary Information. Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this order shall be deemed to be incorporated herein by reference as is fully set forth. If there are any discrepancies or questions, the Seller shall refer to the Buyer for decision, instructions or for interpretation. Supplier is required to provide Material Safety Data Sheet (MSDS) for the purchased product, if applicable.

17. Conflicting Terms. If terms of this order do not appear on or do not agree with the Seller's invoice as rendered, Seller agrees that Buyer may change invoice to confirm this order and make payment accordingly.

18. Retainage. For some construction projects, DPTS may withhold an amount not to exceed ten (10%) percent of DPTS's portion of net project costs of this Agreement to ensure substantial completion by the Seller of the project. DPTS may at any times release any portion of any such retainage if, in the opinion of DPTS, the contractor has substantially completed sufficient portions of the project to justify such payments.

19. Freedom of Information Act. All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractors to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor, seller, or successful bidder shall agree to



cooperate fully with the City to ensure the City’s compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

20. Duration of Agreement. Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

21. Variations. For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the bid or proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

22. Non-Collusion. The Seller guarantees that the price offered has been established without collusion with other eligible bidders and without effort to preclude DPTS from obtaining the lowest possible competitive price.

23. Taxes. The City of Decatur does not pay Federal Excise and State Sales tax.

24. Insurance. The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified by a special condition elsewhere in the contract. Contractor will provide a Certificate of Insurance evidencing the required insurance upon award of the contract.

Workers Compensation and Employers Liability. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employer’s Liability

a. Each Accident	\$500,000
b. Disease- policy limit	\$500,000
c. Disease- each employee	\$500,000

Commercial General Liability

a. General Aggregate Limit	\$2,000,000
b. Products- Completed Operations	\$2,000,000
c. Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability, and the hazards of explosion, collapse and underground (if appropriate). The City, its officers and employees, shall be named an additional insured on this and any other liability policy pertaining to work under this contract. An Umbrella policy may be used to provide excess limits over underlying policy to meet the required limits of coverage.



25. **Hold Harmless Clause.** The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained because of or because of the products or services supplied. Contractor's insurance will be primary.

26. **Protest Procedures.** Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The Decatur Public Transit System (DPTS) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Decatur Public Transit System 555 E Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- e. Name, address, and telephone number of protestor;
- f. Identification of contract solicitation number;
- g. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- h. A statement as to what relief is requested.

Protests must be submitted to the DPTS in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

A protestor may file a protest with FTA. FTA's review of protests will generally be limited to allegations that (1) DPTS does not have or fails to follow its protest procedures; (2) DPTS failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. When raising Federal matters with the FTA, protesters are advised to clearly articulate the Federal concern, the prejudice to the protestor that will result if FTA does not resolve the Federal matter immediately, and provide any other relevant documents or materials. The FTA is not obligated to review any protest.

Notice to the FTA of proposal protests regarding procurements with substantial federal funds involved is advised.

Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the DPTS. The protest filed with FTA shall:

- a. Include the name and address of the protestor;
- b. Identify the DPTS's project number and the number of the contract solicitation;
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow DPTS's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;
- d. Include a copy of the local protest filed with DPTS and a copy of the DPTS's decision, if any.
- e. An appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protestor knew or should have known of the violation.

27. **Venue and Jurisdiction.** All work done pursuant to any agreement resulting from this Invitation for Bids will be governed and enforced by the laws of the State of Illinois. The sole venue for dispute resolution involving any litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois. Any actions related to this RFP and resulting services provided must be filed in a Federal court in the State of Illinois capable of hearing the case.



28. Vendor Registration with Illinois Department of Human Rights. Vendor **must provide proof of Registration** with the Illinois Department of Human Rights.

29. Prime Contractor Participation. When appropriate, normally construction and service related contracts, the selected Contractor will be designated the prime contractor and shall normally perform, with his own staff, work equivalent to at least fifty percent (50%) of the total amount of work for the Project. Only non-equipment and materials pay items of a contract will be used in computing the total amount of work conducted by the prime contractor at the work site. The participation percentage of a prime contractor is normally negotiable until finalized in an awarded contract.

30. Financial Assistance Acknowledgement. Contracts resulting from procurements solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportations, and/or the States Department of Transportation.

31. Prohibited Interested of Local Official. No member, or officer, or employee of (Transit Agency/Operator), or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Federal & State of IL Clauses Required
2022

2-1 No Obligation by the Federal Government

The DPTS and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 DPTS, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Proposer 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.

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

The Proposer 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 Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.



The Proposer 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 Proposer, to the extent the Federal Government deems appropriate.

The Proposer 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.

2-3 Access to Records and Reports

Record Retention. The Proposer will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Proposer agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Proposer shall maintain all books, records, accounts and reports required under the Contract for a period of at not less than five (5) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Proposer agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Proposer agrees to permit FTA and its contractors access to the sites of performance under the contract as reasonably may be required.

2-4 Changes to Federal Requirements

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

2-5 Termination

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

Termination for Default [Breach or Cause] If the Proposer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the DPTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the way the Proposer is in default. The contractor will only be



paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

Waiver of Remedies for any Breach If DPTS elects to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, then such waiver by DPTS shall not limit DPTS's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience of Default (Cost-Type Contracts) The DPTS may terminate the contract, or any portion of it, by serving a notice of termination on the Proposer. The notice shall state whether the termination is for convenience of the DPTS or for the default of the Proposer. If the termination is for default, the notice shall state the way the proposer has failed to perform the requirements of the contract. The Proposer shall account for any property in its possession paid for from funds received from the DPTS, or property supplied to the Proposer by the DPTS. If the termination is for default, the DPTS may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Proposer shall promptly submit its termination claim to the DPTS and the parties shall negotiate the termination settlement to be paid the Proposer.

If the termination is for the convenience of the DPTS, the Proposer shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

2-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer 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 Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer 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 Proposer 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer 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 Proposer 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 Proposer agrees to comply with any implementing requirements FTA may issue.
3. The Proposer 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.

2-7 Disadvantaged Business Enterprise (DBE) Participation

The Proposer must comply with the DBE program requirements of 49 C.F.R. part 26. The Proposer shall not discriminate based on race, color, national origin, or sex in the performance of the contract. The Proposer shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Proposer from future bidding as non-responsible. 49 C.F.R. part 26.13(b).

2-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) 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 Proposer shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.



2-9 Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the proposer, 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 proposer 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.

2-10 Energy Conservation

The Proposer 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.

2-11 Recycled Products

Recovered Materials - The Proposer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2-12 Access Requirements for Persons with Disabilities

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

2-13 Prompt Payment

The Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Proposer receives from the DPTS, meeting the requirements of 49 C.F.R. Part 26.29(a).

The Proposer must promptly notify the DPTS whenever a Disadvantaged Business Enterprise subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another Disadvantaged Business Enterprise subcontractor to perform at least the same amount of work. The Proposer may not terminate any Disadvantaged Business Enterprise subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the DPTS. The DPTS may conduct prompt payment audits that require the Proposer to submit appropriate documentation to verify compliance with this provision.



2-14 Veteran's Preference

To the extent practicable, Proposer agrees that it will, as well as any of its sub-recipients will:

1. Give a hiring preference to veterans (as defined in 5 USC 2108) who have the skill and abilities required to perform construction work required under a third-party contract relating to a capital project supported with funds made available or appropriated for 49 USC Chapter 53, and
2. Not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

2-15 Davis Bacon and Copeland Anti-Kickback Acts

The following requirement applies to contracts more than \$2,000 for actual construction, alteration and/or repair, including painting and decorating of a public building or public work.

(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 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 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 always 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.
 - (ii) (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.
 - (ii) (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.
 - (ii) (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 therefor only when the following criteria have been met:



- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (v) (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.
- (v) (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.
- (v) (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** - RTA 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, RTA 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 RTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all 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.

(ii)(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 performed. In addition, any apprentice performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work 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 performed. In addition, any trainee performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work 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 Sections 1 and 2 of the Copeland "Anti-Kickback" Act as amended, 18 USC § 874 and 40 USC § 3145, respectively, and U.S. DOL regulations at 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 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 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 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.

2-16 Clean Air

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

(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.

2-17 Clean Water

Clean Water - (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 the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(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.

2-18 Contract Work Hours and Safety Standards

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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (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 - The (write in the name of the grantee) 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.

2-19 Bonding Requirements

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 1. 50% of the contract price if the contract price is not more than \$1 million;
 2. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 3. \$2.5 million if the contract price is more than \$5 million.
4. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

2-20 Buy America

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be:

- more than 60 percent for FY2016 and FY2017
- more than 65 percent for FY2018 and FY2019
- more than 70 percent for FY2020 and beyond



Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

2-22 FTA Master Agreement

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have FY2022 Contractors Manual – Procurement 9-57 submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.



2-23 Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq)

For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance



2-24 Lobbying Certification

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



Attachment A: Request for Approved Equals and Clarifications

This form may be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted by **TBD, 2022**. Each request shall constitute a separate page, and emailed to lejzy@decaturil.gov. An addendum to the IFB will be issued and posted on the City website by **TBD, 2022**.

Request #: _____ Bidder: _____

Solicitation: IFB #TRANSIT 2022-04

Questions/Clarifications or Approved Equal:

TO BE FILLED BY CITY:

Accepted Rejected

COMMENTS BY CITY:



Attachment B, Certification Regarding Debarment and Suspension

Required with Bid

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, 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 Proposer 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.

By signing and submitting its bid, the Bidder certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

The certification in this clause is a material representation of fact relied upon by the DPTS. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the DPTS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: _____

Signature: _____

Date: _____ UEI Number: _____

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

Notary Public in and for the State of _____

residing in _____.



Attachment C, Addendum Acknowledgement

Required with Bid, if applicable

If applicable, the undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the bid to be considered non-responsive to this Invitation to Bid, and may require rejection of the bid.

Name of Firm	
_____	_____
Signature/Title	Date



Attachment D, Affidavit of Non-Collusion

Required with Bid

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this ____ day of _____, _____ by
_____. (name of person).

(Notary Public Signature)
My Commission Expires: _____