

REQUEST FOR PROPOSAL

FY22 – RFP – 004

for

2015/16 NEW FLYER MIDLIFE OVERHAUL

for



CONNECT TRANSIT

Services Requested:	2015/16 New Flyer Midlife Overhaul
Contract Type:	Firm Fixed Price
Number of Contracts:	One
Funding Source:	FTA 5307 / IDOT DOAP Debt Service
Date Issued:	May 24, 2022
Pre-Proposal Meeting:	June 1, 2022, 2:00 pm CST
Deadline for Questions Regarding this RFP:	June 3, 2022
Answers to Questions Posted on Website:	June 8, 2022
Proposals Due:	June 21, 2022, 12:00 pm CST
Evaluation of Proposal & Possible Interviews:	June 22 - 29, 2022
Tentative Contract Award:	July 26, 2022
Anticipated Start Up Date:	July 27, 2022

REQUEST FOR PROPOSAL – COVER PAGE

ISSUE DATE: May 24, 2022

PROCUREMENT TITLE: FY22 – RFP – 004
2015/16 New Flyer Midlife Overhaul

ISSUING AND USING AGENCY: Bloomington-Normal Public Transit System
Hereinafter Connect Transit
Attn: Brady Lange, Procurement Director
351 Wylie Dr.
Normal, Illinois 61761

Proposals for Furnishing the Services Described Herein Will Be Received Until:
12:00 pm CST on June 21, 2022.

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

IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

CONNECT TRANSIT PROCUREMENT, 351 WYLIE DRIVE, NORMAL, ILLINOIS 61761

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

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

Name of Firm

Date

Address

By *(Signature in Ink)*

City State Zip Code

Name *(Please Print)*

() _____
Telephone

Title

() _____
Fax Number

FEI / FIN Number

Email: _____

LEGAL NOTICE

REQUEST FOR PROPOSAL

FY22 – RFP – 004

2015/16 NEW FLYER MIDLIFE OVERHAUL

Connect Transit is seeking proposals from interested parties for 2015/16 New Flyer Midlife Overhaul. The scope of work/specifications is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments. Sealed proposals are to be received until **12:00 pm CST on June 21, 2022**.

Requests for clarification and/or questions concerning the issued document shall be directed to Brady Lange in the Connect Transit Procurement department at (309) 829-1159 or e-mail blange@connect-transit.com. All submittal questions concerning this RFP are due on or before June 3, 2022. This will be the only notice rendered for this procurement. Proposal documents can be obtained at Connect Transit offices located at the above address, during normal business hours of 8:00 am and 5:00 pm, Monday through Friday or Connect Transit's website <https://www.connect-transit.com/>.

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

Any contract resulting from these proposals is subject to financial assistance contract between Connect Transit and the United States Department of Transportation and the Illinois Department of Transportation.

In accordance with Title VI of the Civil Rights Act of 1964, Connect Transit notifies all proposed vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

A Non-Mandatory Pre-Proposal Meeting will be held on **June 1, 2022, 2:00 pm CST** virtually via Microsoft Teams. Contact the Procurement Director for meeting details or call in options.

Funding provided in whole or in part by the Illinois Department of Transportation "IDOT".

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DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with Connect Transit for the performance of Services or Work under the Contract.

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

Day: Calendar Day.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

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

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

Project Manager: The individual designated by Connect Transit to manage the project on a daily basis and who may represent Connect Transit for Contract administration. This Contract may be part of a larger Connect Transit project.

Provide: Furnish without additional charge.

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

RFP or Solicitation: Request for Proposal. Also known as the solicitation document.

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

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

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

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

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

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

DBE: Disadvantage Business Enterprise.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1.1 Introduction

Connect Transit is the primary public transportation provider for the Bloomington-Normal, Illinois region. Connect Transit has provided safe, reliable, and affordable public transportation to the region since 1972. Currently, Connect Transit operates thirteen fixed routes that provide transit services within the city limits of Bloomington and Normal. For those riders who cannot use the fixed route buses, a special curb-to-curb service operates for eligible riders. Other services also provided with cooperation with Illinois State University are the Redbird Express- a campus shuttle and evening bus service. Connect Transit is governed by a 7-member Board of Trustees appointed by the City Councils of Bloomington and Normal. The transit service area encompasses approximately 45 square miles with a population approaching 132,000 residents.

1.2 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified, responsive, and responsible authorized dealers to purchase and install engines, transmissions, and various other components in five (5) 2015 and seven (7) 2016 New Flyer transit buses as outlined in the Scope of Work – Section 7.

1.3 Proposal Submission

The proposer shall submit:

- **One (1) original**
- **One (1) electronic copy**

The original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words “**Proposal for 2015/16 New Flyer Midlife Overhaul RFP# FY22 – RFP – 004**” and the time and date proposals are due. Connect Transit will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

Connect Transit shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included in this RFP. All proposals are due **NO LATER THAN 12:00 PM CST, JUNE 21, 2022.**

1.4 Postponement or Cancellation of Request for Proposals

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

1.5 Proposal Signatures

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

1.6 Addenda

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

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1.7 Procurement Schedule

The following timeline has been established for this Request for Proposals:

TASK	DATE
Date Issued:	May 24, 2022
Pre-Proposal Meeting:	June 1, 2022, 2:00 pm CST
Deadline for Questions Regarding this RFP:	June 3, 2022
Answers to Questions Posted on Website:	June 8, 2022
Proposals Due:	June 21, 2022, 12:00 pm CST
Evaluation & Possible Proposer Interviews (Tentative):	June 22 - 29, 2022
Tentative Contract Award:	July 26, 2022
Anticipated Start Up Date:	July 27, 2022

1.8 Inquiries

The Proposer is required to show on all correspondence with Connect Transit the following: **"FY22 – RFP – 004: 2015/16 New Flyer Midlife Overhaul"**. Any communication with Connect Transit regarding any aspect of this solicitation shall only be with:

Brady Lange
Procurement Director
Connect Transit
351 Wylie Dr.
Normal, IL 61761

Written communication may also be forwarded via email to **blange@connect-transit.com**. Communication related to this RFP should not be made with any other representative of Connect Transit.

1.9 Pre-Proposal Meeting

There will be a non-mandatory pre-proposal meeting on **June 1, 2022, 2:00 pm CST** virtually via Microsoft Teams (see link below). All potential proposers attending will attend at their own cost and should have a hardcopy of this solicitation. At this meeting proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. Proposers may request a site visit by contacting the Procurement Director to schedule.

Meeting Link: [MS Teams Meeting](#)

1.10 Interviews & Presentations

Connect Transit may schedule interviews and presentations for Proposers submitting proposals for this project. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

Connect Transit will expect the Project Manager to take an active part in making the presentation at the Proposer's interview. The Project Manager would have day-to-day responsibility conducting services contracted or very closely supervising others' work for the services contracted, if awarded.

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The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

The presentations will be held at the Connect Transit administrative offices at 351 Wylie Drive, Normal, Illinois 61761. The option to use Microsoft Teams may be utilized and will need to be requested in advance and coordinated with the Procurement Director.

1.11 Interpretation of RFP and Contract Documents

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

1.12 Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names, manufacturer, or product names are used in the specifications, they are included for establishing a description of the item. This inclusion is not advocating or prescribing the use of a brand, item, or product. Whenever such names appear, request for approved equal substitutions will be considered. Vendor's request for approved equals shall include all aspects of product which would document the procedures salient features. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to Connect Transit to determine whether the Proposer's product is or is not equal to that specified.

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

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

1.13 Examination of RFP and Contract Documents

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

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

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

1.14 Cost of Proposals

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

1.15 Samples

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

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

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

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

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

1.17 Errors and Administrative Corrections

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

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

1.18 Compliance with RFP Terms and Attachments

Connect Transit intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions, however, if exceptions are being taken, they should be clearly defined in writing with your Proposal. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

1.19 Proposal Requirements / Mandatory Required Documentation

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

A. Cover Letter

This section should describe the experience and qualifications of the firm. At a minimum this section should contain:

- a) Name of company, complete address, and telephone number.
 - Location of branch offices.
 - Location of home office.
 - Location of office to service this account.
- b) Percent of minority ownership including women and ethnic minorities of the business entity.
- c) A statement regarding why the company would be most qualified to handle this account, including past experiences in serving transit companies and other public agencies.

B. Approach to Scope of Work

A response to each line in the Scope of Work. The Proposer will identify the response to each line item in the order the line item appears in the Scope of Work. The Proposer will identify how the line item requirement will be met. Submit a work plan to accomplish the Scope of Work as defined.

C. Cost Proposal

Proposers must use Cost Proposal Form (Attachment P)

D. References and Related Experience

This section of the proposal should establish the ability of the Proposer to satisfactorily provide the required services by demonstrating competence in the performance of services to be provided; record of satisfactory performance on similar contracts; and supportive client references. Provide examples of similar contracts that Proposer has undertaken (indicating current status of the contract) within the last three (3) years. For each reference cited as related experience, furnish the name, title, address, telephone number, and email of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

E. Qualifications and Capabilities of Staff

Describe in detail the technical experience level and certifications earned by staff that will be performing the services described in the Scope of Work, Section 7. This should include administrative and technical staff.

F. RFP Cover Page and Attachments A - P

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

1.20 Collusion

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

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

1.21 Pricing, Taxes, and Effective Date

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

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

1.22 Rejection of Proposals

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

1.23 Exclusionary or Discriminatory Specifics

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

1.24 Protest Procedures

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

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

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

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

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

1.25 Proposal Alternatives

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

1.26 Disadvantaged Business Enterprise Goal

Connect Transit does not have a specific DBE goal for this procurement but strongly encourages DBE participation wherever possible. If you will be utilizing a DBE firm, ensure all appropriate attachments are provided.

SECTION 2 - PROPOSAL EVALUATION & CONTRACT AWARD

2.1 General

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

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

2.2 Eligibility for Award

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

- A. A Responsive Proposer is those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Proposers are those prospective Proposers who, at a minimum, must:
 - a. have sufficient financial strength and resource and capability to finance the work to be performed and complete the contract in a satisfactory manner.
 - b. comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - c. have a satisfactory performance and integrity on past and current contracts. Examples of ways to demonstrate this are as follows:
 - d. references from past and current clients.
 - e. have necessary technical capability to perform.
 - f. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - g. are qualified as a manufacturer or regular provider of the equipment being offered.
 - h. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2.3 Evaluation of Proposals

The evaluation committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to lowest score. Connect Transit may then select the proposal that is considered to be the most advantageous to Connect Transit and recommend that proposal to the Board of Trustees.

2.4 Proposal Evaluation Criteria

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set for the minimum requirements of the components, warranty, service support and other deliverables Connect Transit requires through this procurement.

The award of this contract shall be made to the offeror whose proposal, in the opinion of Connect Transit, best meets the established criteria listed herein. Project approach is part of the evaluation criteria, as well as previous experience, and is listed as follows:

Criteria	Score Weight
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Proposed Approach to Scope of Work	35%
Cost Proposal	30%
References and Related Experience	20%
Qualifications and Capabilities of Staff	15%

2.5 Single Proposal Response

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

2.6 Contract Award

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

2.7 Execution of Contract and Notice to Proceed

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

2.8 Public Disclosure of Proposals

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

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

SECTION 3 - STANDARD CONTRACTUAL TERMS & CONDITIONS

3.1 Administration

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

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

3.2 Notification of Delay

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

3.3 Requests for Time Extension

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

3.4 Contract Changes

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

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

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

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

3.5 Change Order Procedures

- A. Contractor Changes: Any proposed change in this Contract shall be submitted to Connect Transit's Procurement Director for approval.
- B. Written Change Orders: Oral change orders are not permitted. No change in this Contract shall be made unless Connect Transit's General Manager or Procurement Director gives prior written approval therefore. Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by Connect Transit's GM.
- C. Change Order Procedure: Within 15 days after receipt of the written request to modify the Contract, the Contractor shall submit to Connect Transit's Procurement Director a detailed price and revised schedule for the work to be performed. This Bid shall be accepted or modified by negotiations between the Contractor and Connect Transit's Procurement Director. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with subsection 3-17, Disputes, Claims and Appeals. Regardless of any disputes, the Contractor shall proceed with the work ordered.
- D. Price Adjustment for Regulatory Changes: If price adjustment is indicated, either upward or downward, it shall be negotiated between Connect Transit and Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of Bid opening and the date of contract performance. Such price adjustment may be modified where required.

3.6 Instructions by Unauthorized Third Persons

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

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

3.7 Cost or Price Analysis

Connect Transit reserves the right to conduct a cost or price analysis for any purchase. Connect Transit may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. Connect Transit may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow Connect Transit to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and Connect Transit reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, Connect Transit reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

3.8 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, Connect Transit may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with Connect Transit's rights to terminate for convenience or default.

3.9 Force Majeure

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

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

3.10 Taxes, Licenses, Laws, and Certificate Requirements

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

Contractor will give all notices and comply with all federal, state, local and Connect Transit laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by Connect Transit in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to Connect Transit certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

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

3.11 Defective Work, Materials, or Services

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

3.12 No Waiver or Warranties or Contractual Rights

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by Connect Transit shall not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under this Contract or in law.

3.13 Assignment

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

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

3.14 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Connect Transit, Contractor shall indemnify, defend and hold harmless Connect Transit, officers, officials, agents, and employees, from and against any and all claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever arising out of, in Connect Transition with, or incident to the goods and/or services provided by or on behalf of Contractor. In addition, Contractor shall, at Connect Transit's option, assume the defense of Connect Transit and its officers and employees in all legal or claim proceedings arising out of, in Connect Transition with, or incident to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by Connect Transit on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against Connect Transit by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects Connect Transit only, under any industrial insurance act, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless Connect Transit, officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of or in Connect Transition with Contractor's provision of goods and/or services under this Contract. Notwithstanding anything provided in this section, Connect Transit retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including attorney's fees, expert witness fees, and court costs.

3.15 Applicable Law and Forum

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

3.16 Attorney's Fees

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

3.17 Conflicts of Interest and Non-Competitive Practices

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

3.18 Conflicts of Interest – Current and Former Employees

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

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

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

3.19 Other Public Agency Orders

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

3.20 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be

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modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

3.21 Disputes, Claims, and Appeals

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

In the event Contractor disagrees with any determination or decision of the Procurement Director, Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the GM. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The GM will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the GM shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes, and other matters in question between Connect Transit and Contractor that are not resolved between the Procurement Director and/or GM and Contractor or through alternative dispute resolution, will be decided pursuant to Paragraph 3-18 below.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Procurement Director and/or GM. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to Connect Transit.

3.22 Mediation and Arbitration

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

3.23 Nonwaiver or Breach

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

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

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

SECTION 4 - SPECIFIC CONTRACTUAL TERMS & CONDITIONS

4.1 Contract

A contract shall be issued by Connect Transit referencing this solicitation and will be structured as a firm fixed contract. The contract(s) issued by Connect Transit may reflect agreed to modification of Contract terms, funding, or other matters subject to Subsection 3.4, Contract Changes.

4.2 Contract, Contract Documents, and Precedence

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

Any required federal regulations that may not be altered by Connect Transit;

- A. Purchase order; (or Agreement)
- B. Contract amendments;
- C. Solicitation and all issued addenda and approved equals;
- D. Any optional federal regulations elected by Connect Transit as expressly set forth herein;
- E. Clarifications of and amendments to Contractor's Bid as accepted by Connect Transit; and
- F. Contractor's Bid and Attachments, and all clarifications and amendments issued prior to contract award.

4.3 Contract Term

The term of any Contract arising from this RFP shall begin with the execution of the contract for a period of one (1) year. It is understood that all

4.4 Payment Procedures

Invoices should be submitted on a per-bus basis. Connect Transit will only accept an invoice for a completed bus after the bus has been inspected and accepted by Connect Transit staff.

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

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

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

Invoices should be submitted to:

Connect Transit
351 Wylie Drive
Normal, IL 61761
Attn: Procurement Department

4.5 Prohibition of Advance Payments

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

4.6 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of Connect Transit, no later than thirty (30) calendar days after the Contractor has received payment from Connect Transit for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from Connect Transit, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by Connect Transit's General Manager or his/her authorized representative. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

Connect Transit will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with Connect Transit of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by Connect Transit) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Connect Transit, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

4.7 Price Adjustments

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

4.8 Shipping Charges

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

4.9 Summary Report

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

4.10 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by Connect Transit shall not

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constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.

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

4.11 Express Warranty for Services

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

4.12 Warranty Remedies

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

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

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

4.13 Independent Status of Contractor

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

4.14 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

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the exempted document. If the document is not exempt from public disclosure law, Connect Transit will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, Connect Transit will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against Connect Transit on account of actions taken under such procedure.

4.18 Ownership of Data

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

4.19 Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by Connect Transit, furnish acceptable proof of a proper release from all such fees or claims.

4.20 Changed Requirements

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

4.21 Counterparts

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

4.22 Contractual Relationships

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

SECTION 5 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

5.1 No Federal Government Obligations to Third Parties

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier to this solicitation and contract.

5.2 False Statements of Claims / Civil and Criminal Fraud

The Contractor recognizes that the requirements 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 the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

5.3 Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

5.4 Changes to Federal Requirements

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that

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Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

5.5 Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

5.6 Civil Rights

The Contractor agrees to and assures that each third party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to, and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. 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 compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,
- B. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- C. Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- D. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and
- E. Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. The contractor agrees to and assures that each third-party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations,

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"Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

5.7 Disadvantaged Business Enterprises (DBE's)

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to ensure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement.

If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer.

Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible.

A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

- Notify the Owner immediately of any Delays or incomplete work by the DBE firm.
- Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.
- If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing.

Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

5.8 Incorporation of FTA Terms

As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

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5.9 Debarment and Suspension

The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded From Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded From Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully-detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check sam.gov for any subcontract \$25,000 or over.

5.10 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.

5.11 Resolution of Disputes, Breaches, or Other Litigation

Disputes

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Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

Termination for Default

If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract.

If it is later determined by the Buyer(s) that the Contractor 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 Contractor, the Buyer(s), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Determination of Outstanding Fees at Time of Termination

The Buyer(s) may terminate any subsequent contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for the convenience of the Buyer(s) or for default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed

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to perform the requirements of the given contract. The Contractor shall account for any property in its possession paid for with funds received from the Buyer(s), or property supplied to the Contractor by the Buyer(s). The Contractor shall promptly submit its termination claim to the Buyer(s) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Buyer(s), the Contractor 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. If the termination is for default, the Buyer(s) may determine 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.

If, after serving a notice of termination for default, the Buyer(s) determines that the Contractor has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of the Contractor, the Buyer(s), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

5.12 Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.13 Clean Air

The contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

5.14 Clean Water

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

5.15 Cargo Preference

For any transport of property or persons, solicitation respondents agree to comply with 46 U.S.C. § 55305 and the U.S. Maritime Administration regulations, "Cargo Preference- Use of U.S. Flag Vessels", 46C.F.R., Part 381, to the extent said regulations apply to the project. The regulations require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property. 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.

5.16 Fly America

For any transport of property or persons, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R., Subsections 301-10.131 through 301-10.143. 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.

5.17 Energy Conservation

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

5.18 Recycled Products

The Contractor agrees to give preference to the purchase and/or provision of recycled products or products that conserve natural resources, where appropriate and applicable, for use in this acquisition, pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR, Parts 247-254, as amended.

5.19 ADA Access

The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings an public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

5.20 Veterans Preference

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

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

SECTION 6 - ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) REQUIREMENTS

6.1 Complete Scope of Work

See Section 7 for complete scope of work.

6.2 Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

6.3 Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.4 Method of Payment

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

6.5 Contract Period

The term of any Contract arising from this RFP shall begin with the execution of the contract for a period of one (1) year.

6.6 Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

6.7 Prohibited Interest of Local Officials

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.

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6.8 Contract Changes

Any proposed change in this contract shall be submitted to the (Transit Agency/Operator) for its prior approval.

6.9 Subcontracts

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

6.10 Vendor Registration with Illinois Department of Human Rights

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

6.11 Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

6.12 Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

6.13 Government (Illinois) Inspection

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The

Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

6.14 Insurance

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

- A. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
- B. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
- C. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - a. Operations - Premises Liability;
 - b. Independent Contractor's Liability;
 - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
 - d. Products Liability;
 - e. Completed Operations Liability;
 - f. Personal Injury Liability, including claims arising from employees of the contractor; and
 - g. Broad Form Property Damage Liability.
 - h. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of

insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage.

The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

SECTION 7 - SCOPE OF WORK

7.1 General Requirements

Connect Transit is requesting to have a total of twelve (12) bus engines, transmissions, and various other components be replaced with remanufactured and new components as detailed below. Contractor will be responsible for purchasing and installing all components. Connect Transit requests that all engines, transmissions, and other components be replaced or remanufactured with new genuine OEM parts only. Proposers shall demonstrate they have the experience, expertise, facilities and support necessary to successfully complete this project. The engines must not compromise any existing OEM warranties and must meet the Environmental Protection Agency (EPA) emission standards for the respective year of manufacture.

Contractors must include only OEM parts in their proposals

7.2 Vehicle Information

The vehicles listed below are included in this RFP.

CT Vehicle ID	Year	Make	Model	VIN	Engine S/N	Transmission S/N
1501	2015	New Flyer	XD40	5FYD8FV10FB047637	73867510	6511324609
1502	2015	New Flyer	XD40	5FYD8FV12FB047638	73867343	6511326018
1503	2015	New Flyer	XD40	5FYD8FV12FB047639	73867287	6511324077
1504	2015	New Flyer	XD40	5FYD8FV12FB047640	73867268	6511324078
1505	2015	New Flyer	XD40	5FYD8FV12FB047641	73870624	6511327812
1601	2016	New Flyer	XD40	5FYD8FV18GC049616	73997052	6511389648
1602	2016	New Flyer	XD40	5FYDSFV1XGC049617	73995188	6511393246
1603	2016	New Flyer	XD40	5FYD8V11GC049618	73995184	6511393558
1604	2016	New Flyer	XD40	5FYD8FV13GC049619	73999516	6511393244
1605	2016	New Flyer	XD40	5FYD8FV1XGC049620	73997602	6511394865
1606	2016	New Flyer	XD40	5FYD8FV11GC049621	74002083	6511392124
1607	2016	New Flyer	XD40	5FYD8FV13GC049622	74002100	6511393262

7.3 Remanufactured Engine

The Cummins ISL engines shall be rebuilt or remanufactured only by Cummins or by a Cummins certified vendor. The remanufactured engines shall conform to the latest, in-production design for transit updates on all engine components that include, but not limited to: heads, rocker arm assemblies, oil pumps, gears, shaft assemblies, water pump, turbo charger, crankshaft, block, camshaft, injector/nozzles, fuel pumps, electronic control module (ECM), etc. Engines are to the cleanest emission level possible for this engine model year. Engines will be installed on the transit buses listed above.

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All piping, wiring, lines, and hoses shall be installed and secured to prevent rubbing, chafing, or wearing against any other items. Other requirements include:

- Replace engine mounts with a product approved by the OEM
- Inspect the entire exhaust system piping, muffler, outlet, clamps and brackets. Replace as necessary with components meeting Cummins and EPA requirements for operation of the New Flyer XD40 transit bus engines.
- Inspect the charge air cooler (CAC) piping, replace connecting hoses, clamps and, if needed, brackets.
- Perform CAC pressure test in accordance with Cummins and EPA requirements before engine start up.
- All hoses shall be replaced with 4-ply silicon and meet Society of Automotive Engineers (SAE) specification J20.
- New constant torque clamps shall be used on all cooling system hoses.
- Pressure test the cooling system before engine start up.
- Engine fluids shall be new and in accordance with New Flyer installation requirements and air lines shall be replaced, as necessary.
- The engine compartment shall be conditioned to a clean and neat appearance and to protect the investment of the replacement engine.
- Install new air compressor discharge hose with Teflon 2807 stainless steel braided hose.
- Engine oil should be filled with Cummins certified oil. Contractor will indicate what type of oil the engine oil is being supplied with the Cost Proposal Form.

The remanufactured engines must be covered by at a minimum three-year (3) NOW warranty. Pricing for the warranty shall be submitted on the Cost Proposal Form. Proposer shall confirm the time, mileage limits, and any requirements necessary to maintain the warranty. Proposer shall also detail coverages of the NOW warranty. The warranty will commence upon delivery and in-service acceptance.

Connect Transit is also seeking alternate pricing for replacement of all cooling system components noted for cleaning and testing above. Pricing for this alternate shall be submitted on the Cost Proposal Form.

Connect Transit is also seeking alternate pricing for a five-year (5) or 300,000-mile warranty, whichever occurs first, that will also include the turbo, ECM, 100% of parts and labor including R/R labor in the case of complete engine failure. The warranty will commence upon delivery and in-service acceptance. Pricing for this alternate warranty shall be submitted on the Cost Proposal Form.

7.4 Exchange Transmission

The replacement Allison transmissions in the included buses shall be reconditioned only by Allison Transmissions or by an Allison Transmissions certified vendor. Transmissions are to be installed on all buses as noted above except for one vehicle (Vehicle 1504) which has already had a transmission replacement. That transmission shall be supplied to Connect Transit as a spare.

All mounting hardware is to be examined and if needed, replaced with OEM parts.

Drive shaft shall be replaced with OEM parts.

Transmission fluid should be refilled with Allison certified synthetic transmission fluid. Contractor will provide pricing for fluid with Cost Proposal Form. Connect Transit may determine to provide fluid after pricing is provided.

7.5 Rear Differential

All components that are part of the rear differential considered to be wear components shall be replaced with new OEM parts. Proposer should clearly outline components being replaced as part of this proposal. Items to replace include at minimum:

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- All bearings
- All seals/gaskets
- Internal differential oil filter
- Shims
- Pinion nut

Inspect and replace if deemed necessary during differential rebuild:

- Ring and pinion
- Differential gears and pins
- Axle shafts
- Pinion flange
- Miscellaneous hardware

All mounting hardware is to be examined and if needed, replaced with OEM parts.

Rear axle should be refilled with MAN approved gear oil. Contractor will provide pricing for fluid with Cost Proposal Form. Connect Transit may determine to provide fluid after pricing is provided.

Alternatively, if the price for a new differential assembly is beneficial for Connect Transit, Proposer shall offer that as an option.

7.6 Cooling System

Proposer shall:

- Remove radiator and charge air cooler assembly from chassis
- Clean, flush and test radiator / charge air cooler assembly to OEM standards and repair or replace if necessary. Include one (1) year warranty.
- Provide a price for new radiator and charge air cooler as an option.
- Replace radiator and charge air cooler mounts
- Inspect all mounting points and welds repair if necessary
- All hoses connected to the radiator/charge air cooler must have a one (1) year warranty
- Reinstall radiator and charge air cooler assembly in bus

Replacement radiators and charge air coolers, if necessary, will furnished to the contractor by Connect Transit. The proposer shall submit prices for inspection testing, and labor for removal and installation.

7.7 Aftertreatment System

All components that are part of the aftertreatment system considered to be an item that needs frequent maintenance should be replaced with new OEM parts. Proposer should clearly outline components being replaced as part of this proposal. Items to include at minimum:

- Diesel particulate filter assembly
- SCR assembly
- Doser injector
- All sensors
- Clamps

7.8 Alternator

Alternators should be replaced on all buses. Proposer shall provide OEM reconditioned alternator part and labor costs to replace. Connect Transit may choose to supply the Contractor with reconditioned OEM alternator.

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7.9 Transmission Cooler

The transmission cooler should be replaced with a new or reconditioned OEM parts only.

7.10 Fire Suppression System

Amerex fire suppression system shall have a six-year maintenance routine performed by an authorized Amerex technician. Authorized technician shall:

- Per NFPA 17 guidelines, stored pressure Dry Chemical Agent Cylinders must be depressurized for inspecting the inside of the Agent Cylinder, and the Agent. Agent must be free flowing. Inspect Agent Cylinders for damage, dents abrasions or corrosion. If any of these conditions are found, replace the Agent Cylinder.
- Inspect the inside of adapters and hose end fittings of the Agent Distribution Network and if equipped Pneumatic Actuation Network. Replace any corroded adapters and hose end fittings.
- Replace Linear Actuators if in service for 6 years.
- Recharge system.

7.11 Bus Operator Seat

Bus operator seat should be replaced with United Safety and Survivability Corporation Evolution G2A seat or similar.

7.12 Core Charges and Other Credits

Contractor is responsible for including all core charge and core credits in the Cost Proposal Form. Connect Transit will be responsible for core credits when providing Contractor with replacement parts.

7.13 Quality Assurance Inspections

Quality assurance inspections will be conducted by Connect Transit personnel. Connect Transit personnel will have random and scheduled inspections to ensure proper installation, testing and that OEM components are installed on buses. Contractor will maintain complete documentation files and identify staff, preferable one person, to communicate directly with Connect Transit personnel.

Contract files should contain at a minimum : final inspection sheets; lists of parts, components replaced or inspected; test results during inspections, serial numbers for installed reconditioned engines/transmissions.

Weekly Status Reports

The Contractor shall submit weekly progress status reports via email every Monday morning to Connect Transit. The weekly status report should include at a minimum, the following items:

- Summary status of each bus engine/transmission replacement in possession of the Contractor
- List of open issues that exist for each or all buses
- List of closed issues, defined previously described in open issues that were resolved
- List of defective parts approved to be replaced by Connect Transit
- List of buses accepted and released for delivery to Connect Transit

7.14 Final Acceptance

After Contractor has performed all testing and inspections, Connect Transit will conduct a final inspection and provide the Contractor with a copy of any defects uncovered during the final inspection and will also convey when each bus has been accepted – acceptance constitutes the beginning of the warranty period and the end date for each bus repair.

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SECTION 8 - ATTACHMENTS

Attachments begin on the next page.

ATTACHMENT A

VENDOR CHECKLIST

(For Verification that Necessary Documents are Included)

This form must be completed and returned with the technical bid. Failure to return this form may be cause for considering your bid non-responsive.

	VENDOR	CONNECT TRANSIT
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Requests for Clarifications / Approved Equal	_____	_____
Attachment E: Indemnity and Insurance Requirements	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Ineligible Proposers Certification	_____	_____
Attachment H: Ineligible Proposers Certification (Lower Tier)	_____	_____
Attachment I: Prime Contract and Subcontractor Supplier Report	_____	_____
Attachment J: DBE Letter of Intent	_____	_____
Attachment K: DBE Affidavit	_____	_____
Attachment L: DBE Unavailable Certification	_____	_____
Attachment M: DBE Approval Certification	_____	_____
Attachment N: Certification Regarding Lobbying	_____	_____
Attachment O: Prompt Payment Affidavit	_____	_____
Attachment P: Proposal Pricing Form	_____	_____

ATTACHMENT B

PROPOSAL AFFIDAVIT

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

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

NOTARY PUBLIC: _____

COMMISSION EXPIRATION: _____

ATTACHMENT C

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.
(Provide number and date of each Addendum)

Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____
Addendum Number	_____	Dated	_____

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT D

REQUESTS FOR CLARIFICATIONS / APPROVED EQUAL

This form is for information purposes and does not modify the RFP. RFP modifications will only be made by means of issuing an addendum, not through this form. Proposers shall complete the areas above the shaded strip and attach any supporting documentation to this form. Requests shall be number sequentially by the Proposer to uniquely identify each request. **The deadline for submitting requests electronically to blange@connect-transit.com is June 3, 2022.**

Request Number: _____	Proposer: _____
Request For: _____ Approved Equal _____ More Information or Clarification	
Specification or Requirement: RFP Section # _____ RFP Page # _____	
Title: _____	
Proposer's Request and Justification (list and attachments:	
Connect Transit Use Only	
Date Received: _____	Date of Reply: _____
<input type="checkbox"/> Approved <input type="checkbox"/> Approved Deviation <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied <input type="checkbox"/> See Addendum # _____	<input type="checkbox"/> Clarification <input type="checkbox"/> More Information Required (responses are due to Connect Transit 10 days prior to proposal due date, or request shall be considered denied)
Reasons, Conditions, or Clarification:	

ATTACHMENT E

INDEMNITY AND INSURANCE REQUIREMENTS

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Connect Transit. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Connect Transit.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Connect Transit and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be:
 - a. all the Insurance coverage and limits carried by or available to the Contractor; or
 - b. the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Connect Transit.
3. Contractor shall furnish Connect Transit with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Connect Transit before work begins. Connect Transit reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend Connect Transit, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of Connect Transit by or involving Connect Transit, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against Connect Transit for Connect Transit's own negligence or fault.

INSURANCE

All insurance required except for worker's compensation shall be endorsed to add Connect Transit, its officials, Board members, employees, agents, and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days written notice of cancellation.



I have read and understand the above requirements and agree to be bound by them for any work performed for the Connect Transit.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

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

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(LOWER TIER TRANSACTIONS)

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

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

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT I

PRIME CONTRACTOR & SUBCONTRACTOR SUPPLIER REPORT

Name of Proposer _____

Address of Principal Officer _____

Are you _____ an individual, _____ a partnership, _____ a corporation, _____ or a joint venture?

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

1. Are you licensed as a Contractor to do business in Illinois? _____
 - a. License Number: _____

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

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

3. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?
 - a. As a general contractor? _____
 - b. As a subcontractor? _____
4. Show all projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work, show the sponsoring individual or company). Attach additional sheets if necessary.

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

5. Have your or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details. Attach additional sheets if necessary.

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

Type of Work	Location	Value	Scheduled Completion Date	For Whom Performed

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

Name	Address	Business	Phone

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

a.

Name of Bank _____

Address _____

City, State Zip _____

Telephone _____

Officer Familiar with
Proposer's Account _____

b.

Name of Bank _____

Address _____

City, State Zip _____

Telephone _____

Officer Familiar with
Proposer's Account _____

c.

Name of Bank _____

Address _____

City, State Zip _____

Telephone _____

Officer Familiar with
Proposer's Account _____

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

d.

Name of Surety Company _____

Name of Local Agent _____

Local Street Address _____

City, State Zip _____

Telephone _____

Person Familiar with
Proposer's Account _____

e.

Name of Surety Company _____

Name of Local Agent _____

Local Street Address _____

City, State Zip _____

Telephone _____

Person Familiar with
Proposer's Account _____

f.

Name of Surety Company _____

Name of Local Agent _____

Local Street Address _____

City, State Zip _____

Telephone _____

Person Familiar with
Proposer's Account _____

10. Is any litigation pending against your organization? _____

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

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT J

DBE LETTER OF INTENT

To: _____
(Name of Prime Proposer)

The undersigned intends to perform work in Connect Transit with the above project as a DBE (check one)

_____ individual _____ corporation
_____ partnership _____ joint venture

The Disadvantaged Business status of the undersigned is confirmed:

- a. _____ on the reference list of Disadvantaged Business Enterprises dated _____, or
- b. _____ on the attached Disadvantaged Business Enterprise Identification Statement.

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

At the following price:

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

Work to be Performed	Commencement Date	Completion Date



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

Date: _____

Name of Disadvantaged Business Enterprise: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT K

DBE AFFIDAVIT

Date: _____

State of _____, County of _____

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

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

of _____.
(Name of DBE)

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

Sworn to before me this _____ day of _____, 20____,

(Signature of Notary Public)

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

ATTACHMENT L

DBE UNAVAILABLE CERTIFICATION

I, _____ of _____ certify that on _____
(Name) (Title) (Prime Proposer)
 _____ I contacted the follow Disadvantaged Business Enterprise to obtain a bid for the following items.
(Date)

DBE Organization	Work Items Sought	Form of Bid Sought (i.e., materials, materials and labor, labor only, etc.)

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project or unable to prepare a bid for following reason(s):

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

_____ was offered an opportunity to bid on the above identified work on _____
(Name of Disadvantaged Business Enterprise)

_____ by _____
(Date) (Source)

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

(Signature of DBE Representative) (Title) (Date)

ATTACHMENT M

DISADVANTAGED BUSINESS ENTERPRISE APPROVAL CERTIFICATION

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT N

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in Connect Transition with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in Connect Transition with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT O

PROMPT PAYMENT AFFIDAVIT

Complete either (A) or (B), as applicable

(A) The undersigned affirms, to the best of his/her knowledge and belief, that:

1. The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from Connect Transit for that work.
2. The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after Connect Transit has released retainage to the Contractor for that portion of the work.
3. The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by Connect Transit's General Manager or his/her authorized representative.
4. The undersigned understands and agrees that Connect Transit will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with Connect Transit the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

NAME: _____
SIGNATURE: _____
TITLE: _____
FIRM NAME: _____

(B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

NAME: _____
SIGNATURE: _____
TITLE: _____
FIRM NAME: _____

ATTACHMENT P

PROPOSAL PRICING FORM

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations.

Description	Qty	Unit Price	Extended Price
Remanufactured Cummins ISL Engine			
Core Charge			
Core Credit			
Freight Charges			
Rebuilt Alternator			
Radiator / CAC Testing			
Radiator / CAC Recore			
Radiator (option)			
Charge Air Cooler (option)			
Engine Mounts			
Oil Cooler			
Air Compressor			
Turbo Charger			
Fuel Pump			
Tubes, Hoses and Clamps			
Belts			
3-Year NOW Warranty			
Engine Labor (only)			
Shop Supplies			
Engine Oil			
Coolant			
Oil Filters			
Fuel Filters			
Coolant Filter			
Misc Small Parts, Clamps, Nuts and Bolts			
Idler Pulleys			
Air Filter			
Exchange Allison Transmission			
Core Charge			
Core Credit			
Freight Charges			
Transmission Cooler			
Transmission Mounts			
U-Joints			
Transmission Labor (only)			
Shop Supplies			
Transmission Fluid			
Misc Small Parts, Clamps, Nuts and Bolts			
Extended Warranty			

Request for Proposal:

FY22 – RFP – 004: 2015/16 NEW FLYER MIDLIFE OVERHAUL

Engine and Transmission Labor (together)			
Rear Differential (Rebuild or Replacement)			
Rear Differential Labor			
Diesel Particulate Filter Assembly			
SCR Assembly			
Doser Injector			
Sensors			
Clamps			
Aftertreatment Labor (only)			
Shop Supplies			
Misc Small Parts, Clamps, Nuts and Bolts			
USSC Evolution G2A Operator's Seat			
Operators Seat Labor (only)			
Shop Supplies			
Misc Small Parts, Clamps, Nuts and Bolts			

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____