



**ROCKFORD MASS
TRANSIT DISTRICT**

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Richard W. McVinnie
Executive Director

Request for Statements of Qualifications

RFQ-12-01

Architectural and Engineering Services

for the City of Rockford's and Rockford Mass Transit District's

Rockford Regional Multi-Modal Transportation Center

Issue Date: August 27, 2012

Final Date to Request Clarifications or Changes: September 14, 2012
(See Section 1.3.2)

Bid Due Date: September 28, 2012
(See Sections 1.1.6 and 1.4.1)

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1. CONTRACT TERMS

1.1 STATE REQUIRED CLAUSES

1.1.1 Scope and Description

Request for Statements of Qualifications (RFQ) No: RFQ-12-01

Procuring Agency: Rockford Mass Transit District and City of Rockford
c/o Rockford Mass Transit District
520 Mulberry Street
Rockford, IL 61101-1016

Contracting Officer: Richard W. McVinnie, Executive Director

The contract to be awarded hereunder shall be for the architectural and engineering services required for the construction of a multimodal train station and building shell for associated retail / commercial / government lessees.

The contract shall be a not-to-exceed fixed fee plus cost reimbursement agreement.

The contract resulting from this solicitation consists of the following:

- Division 1 - Contract Terms
- Division 2 - Technical Specifications
- Division 3 - Contract Form
- Addenda - As Issued

This constitutes the entire agreement and there are no agreements or understandings, implied or expressed, except as specifically set forth in this contract, and that all prior agreements and understandings, in this connection, are merged into and contained in this contract.

DEFINITIONS:

FTA - The Federal Transit Administration (forms viewable on-line at <http://www.fta.dot.gov/>)

USDOT (or DOT) - The United States Department of Transportation

IDOT - The Illinois Department of Transportation

RMTD - The Rockford Mass Transit District. The letters "RMTD" and "CITY" shall be considered synonymous with the word "Owner." For the case of this agreement, all required Owner actions require authorization by or the concurrence of the City of Rockford.

A-E - The letters "A-E" shall be considered synonymous with the word "bidder" or the word "Contractor."

CFR - Code of Federal Regulations (viewable on-line at <http://www.gpo.gov/fdsys/>)

U.S.C. - United States Code (viewable on-line at <http://www.gpo.gov/fdsys/>)

DBE - Disadvantaged Business Enterprise

Authorized Signature - The person who is executing this contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor to the terms and conditions of said contract.

Bid - The word "bid" shall be considered synonymous with the word "proposal" and the words "statement of qualifications", which defines the documents being submitted for this RFQ.

Bidder - The individual, firm, or corporation formally submitting a proposal for the work contemplated or any portion thereof, acting directly, or through an authorized representative. The word "bidder" shall be considered synonymous with the words "contractor" and "vendor".

Contract - The word "contract" shall be considered synonymous with the word "Agreement."

Performance - An evaluation in quantifiable terms, of a manufacturer's ability to produce reliable equipment, as specified, in a time frame responsive to the owner's needs.

Work - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

Working Day - Any day excluding all Saturdays, Sundays, and RMTD Administrative Holidays.

1.1.2 **Product Restrictions**

Not applicable to this contract.

1.1.3 **Unrestricted Supply**

See Section 1.2.2 Buy America for regulations that apply, if any.

1.1.4 **Motor Vehicles**

Not applicable to this contract.

1.1.5 **Exclusion of Procurement**

Specifications and other contract documents for building construction shall include only that work and the furnishing of those items necessary to the construction. Items that are integral to the construction, such as garage lifts, may be included. Items such as shop equipment, office equipment or furniture, or items not considered to be "real estate" shall be bid separately.

1.1.6 **Bid Due Date and Time**

Sealed bids, an original and eight (8) copies, addressed and marked as follows:

Rockford Mass Transit District
Attention: Richard W. McVinnie
Request for Statements of Qualifications (RFQ) No: RFQ-12-01
520 Mulberry Street
Rockford, Illinois 61101-1016

will be received until **2:00 PM.**, local time, on

September 28, 2012

in the Administrative Offices at the above address. "**2:00 PM**" means that a bid received at 2:00:00 PM local time is accepted and a bid received at 2:00:01 PM local time (i.e. one second after 2:00 PM local time) or later will be late, will not be opened, and will be returned to the return address on the package. The official time used for this opening can be found on the web site www.time.gov or, in the event that this site is not functioning or cannot be accessed when checked on the bid opening date, another reliable time source will be used. Bids delivered by hand, by the U.S. Postal Service, or by other courier or delivery service will be accepted. Bids delivered by facsimile machine or E-mail will not be accepted. For any bid received prior to 1:45 PM local time on the bid opening date, the official time of arrival of such a bid shall be the time when the Administrative Assistant to the Executive Director receives the bid. Any bid received between 1:45 PM and 2:00 PM local time on the bid opening date must be delivered directly to the Conference Room where the bid opening is to occur. The official time of arrival of that bid shall be when that bid passes through a Conference Room door into the Conference Room. It is the bidder's responsibility to know where these offices and rooms are located and how to get to the same. Parking problems, street repair, elevator malfunction, a crowded hallway, or any other reason that would prevent the bid from reaching the appointed location by the designated time shall be the sole responsibility of the bidder and shall not be cause for accepting a late bid. At the above specified time, the bids will be publicly opened and acknowledged for evaluation. Bids must be valid for **90 days** after the time of opening. Also see Section 1.4.1 Advertisement.

1.1.7 **Advertised Scope and Description**

See Section 1.4.1 Advertisement.

1.1.8 Advertised Directions for Obtaining Specifications

See Section 1.4.1 Advertisement.

1.1.9 Advertised Rejection of Bids

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation and, if required, the United States Department of Transportation.
See Section 1.4.1 Advertisement.

1.1.10 Advertised Financial Assistance

Any contract resulting from these bids is subject to financial assistance contracts between RMTD and the United States Department of Transportation and the Illinois Department of Transportation.
See Section 1.4.1 Advertisement.

1.1.11 Advertised E/E/O Compliance

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.
See Section 1.4.1 Advertisement and Section 1.1.24 Equal Employment Opportunity.

1.1.12 Contract Scope

See Division 3 Contract Form.

1.1.13 Compensation

The maximum compensation or reimbursement payable under this contract shall not exceed the amount shown on the Bid Form or Proposal, including all amendments and addendums, plus all change orders.

1.1.14 Unit Basis

The unit basis, or other support of the amount of compensation, shall be:
as defined in Section 3 of the Contract Form.

1.1.15 Method of Payment

The method of payment for the work performed shall be:
as defined in Section 2 of the Contract Form.

1.1.16 Contract Period

All work to be performed under the terms of this contract must be completed in accordance with: the schedule defined in Section 2 of the Contract Form.

1.1.17 Termination

The termination provisions of Section 1.2.21 Termination shall apply to this contract.

1.1.18 Financial Assistance

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

1.1.19 Interest of Members of Congress

No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

1.1.20 Prohibited Interests

No member, or officer, or employee of RMTD or a 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.

1.1.21 Contract Changes

Any proposed change in this contract shall be submitted to RMTD in writing for its prior approval. Any work performed by the Contractor prior to formal RMTD approval of a change in this contract shall be done at the expense of the Contractor and shall not be eligible for reimbursement to the Contractor.

1.1.22 Subcontracts

Not applicable to this contract.

1.1.23 Escalation

Escalation clauses are not allowed as part of specifications or contracts.

1.1.24 Equal Employment Opportunity

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act 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 the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race,

color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and RMTD and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or RMTD, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7) That it will include verbatim or by reference the provisions of this Section 1.1.24 in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify RMTD and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

8) RMTD has a policy on sexual harassment that shall be in effect during the entire course of this contract. The Contractor may obtain a copy of this policy by contacting RMTD.

9) See Section 1.2.24 Civil Rights also.

1.1.25 Audit and Inspection of Records

The Contractor shall permit the authorized representatives of RMTD and the State of Illinois to inspect and audit all data and records of the Contractor relating to his performance under the contract. Such inspection and audit shall also extend to all work and materials provided by the Contractor.

1.1.26 Assignment

Assignment of any portion of the work by Subcontract must be approved in advance by RMTD. See Section 1.3.15 Successors and Assigns also.

1.1.27 Retention of Records

The Contractor shall maintain, for a minimum of three (3) years after completion of the Agreement, all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Agreement. The Contractor shall maintain records to show actual time devoted and costs incurred.

1.1.28 Ownership of Records

RMTD shall retain ownership of all plans, specifications, and related documents.

1.1.29 Government Inspection

Not applicable to this contract.

1.1.30 Performance Bond

Not applicable to this contract.

1.1.31 Insurance

Not applicable to this contract.

1.1.32 Prime Contractor Participation

Not applicable to this contract.

1.1.33 Warranty of Construction

Not applicable to this contract.

1.1.34 Certified Payrolls

Not applicable to this contract.

1.1.35 Project Sign

Not applicable to this contract.

1.1.36 Prevailing Wages

Not applicable to this contract.

1.1.37 Disadvantaged Business Enterprise Directives

As part of the federal and state Disadvantageous Business Enterprises (DBE) directives associated with Section 5309 funds and Illinois Jobs Now initiatives, the Division of Public and Intermodal Transportation (DPIT) requires an action plan by the Grantee, Rockford Mass Transit District (RMTD). This action plan has been submitted to DPIT for concurrence. This action plan consists of the following items:

- I. **Project Description:** Rockford Regional Multi-Modal Transportation Center
 - **Size of proposed facility:** To be determined during design process
 - **Proposed function or use of facility:** Multi-modal passenger facility for Amtrak, RMTD, taxis, bicycles, pedestrians, and similar modes of transportation
 - **Construction type of facility:** Steel/masonry/concrete

- II. **Overall DBE goal: 5.0%**

Overall DBE Goal was calculated using:

 - **Design percentage:** 11.7%
 - **Construction percentage:** 10.6%
 - **All Other Project Types percentage:** 1.5%

- III. Possible construction disciplines or trades may include but not be limited to:**
- Excavation, Site work, Paving, Landscaping
 - Steel, Concrete, Masonry, Sheet Metal
 - Heating, Plumbing, Electrical, Fire Protection, Security
 - Carpentry, Roofing, Flooring, Painting, Window Treatments
- IV. Objective/ Policy Statement:**
- RMTD states that the DBE program is in accordance with the Federal Transit Association (FTA) [49 CFR Part 26](#)
 - RFQ clauses and monitoring will be used to ensure nondiscrimination and fairness of DBE participation.
 - See Section 1.3.18 for RMTD's DBE Objectives/Policy Statement
- V. RMTD DBE Liaison Officer to implement & monitor the DBE program is:**
- **Name:** Paula Hughes
 - **Title:** Grants Specialist
 - **Grantee:** Rockford Mass Transit District
 - **Address:** 520 Mulberry Street
 - **City, State, Zip:** Rockford, IL 61101
 - **Phone Number:** (815) 961-2227
 - **E-Mail:** PHughes@RMTD.org
- VI. Steps or processes taken by RMTD to maximize DBE participation efforts:**
- Work with IDOT to identify and reach out to potential DBE firms and agencies whose members would include DBE firms.
 - Start the notification process early enough, when possible, to allow the maximum time available for non DBE firms to become certified.
 - Encourage any interested firms to become certified by contacting IDOT.
 - Hold pre-bid meetings to allow all interested parties to be actively involved in the process.
 - Require a log that documents efforts by the Contractor.
- VII. Contractor/Bid Documents Review Location:**
- Contact person: Richard W. McVinnie
 - Agency: Rockford Mass Transit District
 - Address: 520 Mulberry Street, Rockford, IL 61101
 - Phone Number: (815) 961-2230
 - Email or Web page: RMcVinnie@RMTD.org
- VIII. Disadvantaged Business Enterprise Participation Special Provisions:**
- To apply the participation of DBE firms toward the DBE goal, all such DBE firms must be certified by the Illinois Unified Certification Program prior to the contract award.
 - Contractor DBE Special Provisions are to be incorporated into all project bid Documents. (See Attachment 1 after Section IX that follows)
 - The Contractor's Good Faith efforts must be summarized with respect to IDOT evaluation criteria and submitted on Form 10c.
- IX. Documents required to be submitted with the bid/proposal:**
(Found near the end of this RFQ.)
- (Quantity as required) Form 2025
 - (1) Form 2026
 - (1) Form 10c.

Attachment 1.

Contractor DBE Special Provisions

This Special Provision will be used by RMTD (Grantor) to satisfy the requirements of the Federal Transit Administration and the Illinois Department of Transportation (Department) in regards to ensure nondiscrimination in the award and administration of this contract.

FEDERAL OBLIGATION. If this project includes federal financial assistance, the Grantor is required to comply with the federal regulatory provisions of 49 CFR part 26 as they apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of [49 CFR Part 26](#) & listed in the Illinois Unified Certification Program (IL UCP) DBE Directory

STATE OBLIGATION. This Special Provision will also be used by the Grantor to satisfy state law requirements on state-funded contracts according to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the contractor signs with a subcontractor:

The Contractor or any level of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RMTD deems appropriate.

DBE Goal that the Contractor will Seek to Achieve This contract includes a DBE goal accepted by the Department. This DBE goal has been included because the Department has determined that the work of this contract has either contracting or subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 11.7% of the design work and 10.6% of the construction work. While this percentage of all work is anticipated to be available for being performed by DBE firms for this project, the overall DBE goal for this work is 5.0%. Consequently, in addition to the other award criteria established for this contract, the Grantor will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES Bidders should consult the IL UCP DBE Directory on the Department's website at: http://www.dot.il.gov/ucp/ucp.html#DBE_Directory as a reference source for DBE-Certified companies. Information concerning DBE companies willing to quote work for particular contracts may

also be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611.

BIDDING PROCEDURES Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a DBE Utilization Plan on form 2026 and the appropriate number of DBE Participation Statements, each on a form 2025 with the bid.
- (b) The DBE Utilization Plan on form 2026 shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the DBE goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The DBE Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision. All elements of information indicated on form 2026 shall be provided, including but not limited to the following:
 - (1) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (2) If the DBE goal is not met, then evidence of good faith efforts must be provided.
- (c) The DBE Utilization Plan shall include a DBE Participation Statement on form 2025, for each DBE proposed for the performance of work to achieve the goal. For bidding purposes, submission of the completed 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on form 2025 for each DBE utilized in this contract shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, of the work each DBE will perform;
 - (3) The DBE participation in identified work shall specifically define the work and state the quantity and unit price where appropriate. The total subcontract price for the work to be completed by the DBE must be provided. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements must be signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the DBE goal;

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved by the Grantor and Department and all information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Grantor will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Grantor and the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the DBE goal or the bidder submits sufficient documentation of a good faith effort to meet the DBE goal pursuant to [49 CFR Part 26](#). The Utilization Plan will not be approved by the Grantor or the Department if the Utilization Plan does not commit sufficient DBE participation to meet the DBE goal unless the apparent successful bidder documented in the Utilization Plan that the apparent successful made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the DBE goal. Necessary and reasonable steps are those which, by their scope, intensity and

appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Grantor and the Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal.

- (a) The following is a list of types of action that the Grantor and Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Grantor may be relevant in appropriate cases, and will be considered by the Grantor and the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) Negotiating in good faith with interested DBE companies.
 - a. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social

affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the DBE goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the contract or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Grantor and the Department determine that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the DBE goal, the Department will award the contract provided that it is otherwise eligible for award. If the Grantor or the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Grantor will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Grantor is only able to count toward the achievement of the DBE goal the value of payments made for the work actually performed by UCP certified DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Grantor and Contractor are governed by the provisions of 49 CFR part 26.55 on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Grantor is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the DBE goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised DBE goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended DBE goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Grantor. All requests for amendment to the Utilization Plan shall be submitted to the Grantor.
- (b) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Grantor and/or the Department for inspection upon request.
- (c) The Grantor or Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the DBE goal in accordance with this Special Provision.

1.2 FEDERALLY REQUIRED CLAUSES

The Contractor shall comply with the following required FTA clauses.

1.2.1 Fly America

Not applicable to this contract.

1.2.2 Buy America

Not applicable to this contract.

1.2.3 Charter Bus and School Bus

Not applicable to this contract. (Charter Bus)

Not applicable to this contract. (School Bus)

1.2.4 Cargo Preference

Not applicable to this contract.

1.2.5 Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.2.6 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.2.7 Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to RMTD and understands and agrees that RMTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.2.8 Bus Testing

Not applicable to this contract.

1.2.9 Pre-Award and Post Delivery Audit

Not applicable to this contract.

1.2.10 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RMTD.

1.2.11 Access to Records and Reports

The following access to records requirements apply to this Contract:

- (a) Where RMTD is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide RMTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (b) Not Applicable.
- (c) Where RMTD enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide RMTD, the FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (d) Where RMTD, which is the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to RMTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (g) FTA does not require the inclusion of these requirements in subcontracts.

1.2.12 Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. (The Master Agreement is viewable on-line at <http://www.fta.dot.gov/documents/18-Master.pdf> for October 1, 2011 through September 30, 2012. The Master Agreement for all subsequent years can be found after such agreements are issued by changing the 17 in the web address to a number that is the sum of 7 plus the last two digits of the year of the October 1 starting date.)

1.2.13 Bonding

Not applicable to this contract. (Bid Bond)

Not applicable to this contract. (Construction Performance and Payment Bond)

Performance and Payment Bonding Requirements

The Contractor may be required to obtain performance and payment bonds when necessary to protect RMTD's interest.

- (a) The following situations may warrant a performance bond:

1. RMTD property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 2. The Contractor sells assets to or merges with another concern, and RMTD, after recognizing the latter concern as the successor in interest, desires assurance that that concern is financially capable.
 3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless RMTD determines that a lesser amount would be adequate for the protection of RMTD.
 2. RMTD may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. RMTD may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in RMTD's interest.
- (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
- Not applicable to this contract. (Advance Payment Bond)

1.2.14 Clean Air

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to RMTD and understands and agrees that RMTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.2.15 Recycled Products

Not applicable to this contract.

1.2.16 Davis-Bacon Act

Not applicable to this contract.

1.2.17 Contract Work Hours and Safety Standards Act

Not applicable to this contract.

1.2.18 Reserved

1.2.19 No Obligation by the Federal Government

- (a) RMTD and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to RMTD, the

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

1.2.20 Program Fraud and False or Fraudulent Statements and Related Acts

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

1.2.21 Termination

(a) **Termination for Convenience** - This section is not applicable to this procurement.

(b) **Termination for Default, Breach or Cause** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, RMTD may terminate this 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 supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

(c) **Opportunity to Cure** - RMTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to RMTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor of written notice from RMTD setting forth the nature of said breach or default, RMTD shall have the right to terminate the Contract without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude RMTD from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

(d) **Waiver of Remedies for any Breach** - In the event that RMTD elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by RMTD shall not limit RMTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(e) **Termination for Convenience (Professional Service Contract or Operating Service Contract)** - This section is not applicable to this procurement.

(f) **Termination for Default (Purchase of Goods or Service Contract)** - This section is not applicable to this procurement.

(g) **Termination for Default (Operating Service Contract)** - This section is not applicable to this procurement.

(h) **Termination for Default (Construction Contract)** - This section is not applicable to this procurement.

(i) **Termination for Convenience or Default (Architectural and Engineering Service Contract)** - RMTD may terminate this contract in whole or in part, for RMTD's convenience or because of the failure of the Contractor to fulfill the contract obligations. RMTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

1. immediately discontinue all services affected (unless the notice directs otherwise), and
2. deliver to RMTD all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of RMTD, RMTD shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, RMTD may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by RMTD. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of RMTD.

(j) **Termination for Convenience or Default (Cost-Type Contract)** - This section is not applicable to this procurement.

1.2.22 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Any such party found on the U.S. General Services Administration Excluded Parties List System at: <https://www.epls.gov/> or on the Illinois Department of Labor "List of Contractors Prohibited from an Award of a Contract or a Subcontract for Public Works Projects" at: <http://www.state.il.us/agency/idol/listings/debar.htm> will not be permitted to participate in this project in any manner. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by RMTD. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to

remedies available to RMTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.2.23 Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.2.24 Civil Rights

The following requirements apply to the underlying contract:

- (a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.2.25 Breaches and Dispute Resolution

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties (See paragraph 1.3.14 of this contract) shall be decided in writing by RMTD's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by RMTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RMTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RMTD, consultants of RMTD or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.2.26 Patent and Rights in Data

Not applicable to this contract.

1.2.27 Transit Employee Protective Agreements

Not applicable to this contract.

1.2.28 Disadvantaged Business Enterprise

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. RMTD's overall goal for DBE participation is 5.0% with RMTD's DBE commitments outlined in the RMTD OBJECTIVES/POLICY Statement in Section 1.3.18 of the RMTD Required Clauses. Only entities found in the Illinois Unified Certification Program Directory as found at: http://www.dot.il.gov/ucp/ucp.html#DBE_Directory will be counted toward

the DBE goal for this project. A separate contract goal of DBE participation has not been established for this procurement. RMTD will strive to reach this goal from race-neutral participation. Please note that in calculating the goal for Federal FY 2013, RMTD has estimated that an A&E project will reach 11.7% in DBE participation, a Construction project will reach 10.6% in DBE participation, and all other FTA procurements will average 1.5% DBE participation.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RMTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. All firms submitting bids or proposals must include a list of all DBE Subcontractors involved in this project. Such list must show the value of the materials and services provided by each DBE as well as a copy of the Illinois UCP DBE certification for each DBE. All firms submitting bids or proposals must also supply documentation of their good faith efforts used to assist RMTD in reaching the RMTD DBE goal.

d. [NOT APPLICABLE TO THIS RFQ] If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above prior to contract award (see 49 CFR 26.53(3)).

e. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RMTD. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by RMTD and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify RMTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RMTD.

1.2.29 State and Local Law Disclaimer

The use of many of the FTA-suggested clauses is not governed by Federal law and is significantly affected by State law. The language of the suggested clauses has been reviewed by RMTD's legal counsel and was found to be compatible with Illinois law. Any challenges to

RMTD's findings must be submitted to RMTD no later than ten (10) days before the bid due date. Submission of a bid/quotation on this project constitutes the Contractor's concurrence with said legal review.

1.2.30 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E , dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RMTD requests which would cause RMTD to be in violation of the FTA terms and conditions.

1.2.31 Drug and Alcohol Testing

Not applicable to this contract.

1.2.32 Access Requirements for Persons with Disabilities

The Contractor shall comply with all the rules and regulations of the Americans with Disabilities Act as well as with the other accessibility regulations that are found in paragraph g. of Section 12 of the FTA Master Agreement. (The Master Agreement is viewable on-line at <http://www.fta.dot.gov/documents/17-Master.pdf> for October 1, 2010 through September 30, 2011. The Master Agreement for all subsequent years can be found after such agreements are issued by changing the 17 in the web address to a number that is the sum of 7 plus the last two digits of the year of the October 1 starting date.)

1.2.33 Small and Minority Firms and Woman's Business Enterprises

RMTD encourages the Contractor to utilize small and minority firms and women's business enterprises to the fullest extent practical. Such use should include:

1. Notice: Include such firms on solicitation lists and provide personal contact for applicable subcontracting opportunities.
2. Contract Size: When economically feasible, divide procurements into smaller groups to increase subcontracting opportunities for such firms.
3. Delivery Schedule: Modify required delivery schedules to encourage participation in procurement subcontracts.
4. Identify Small Business Contracting Opportunities: For contracts exceeding \$100,000, identify and/or provide subcontracting opportunities that are of a size that is appropriate for small business participation.
5. Small Business Administration and Department of Commerce Minority Business Development Agency: Utilize these agencies to encourage participation in procurement subcontracts.
6. Subcontracting Opportunities: Include this section in all subcontract agreements to further use of such firms by subcontractors.

1.2.34 Seat Belt Use

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, RMTD encourages the Contractor to adopt and promote on-the-job seat belt use policies and programs for the Contractor's employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any subcontracts involving the project.

1.2.35 Electronic Reports and Information

Reports and other information prepared in electronic format developed in connection with this contract that RMTD intends to provide to FTA, among others, whether as a contract end item or in compliance with contract administration provisions, must comply with the accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d, and ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

1.2.36 Intelligent Transportation Systems

This section is not applicable to this procurement.

1.2.37 Metric Measurements

The Common Grant Rules require RMTD to accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations.

1.2.38 Use of \$1 Coins

To comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins.

1.2.39 Value Engineering

This section is not applicable to this procurement. (See local requirement in Section 2.3.2.6.)

1.2.40 Project Labor Agreements

This section is not applicable to this procurement.

1.2.41 False Claims Act

Any Supplier or Contractor or any level of sub-supplier or subcontractor that knowingly submits a false claim for money or property shall be subject to the penalties defined in the False Claims Act as found in Title 31, Section 3729 of the United States Code which is online at:

[http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&FILE=\\$\\$xa\\$\\$busc31.wais&start=2046780&SIZE=10962&TYPE=PDF](http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&FILE=$$xa$$busc31.wais&start=2046780&SIZE=10962&TYPE=PDF)

1.2.42 Contractor Reporting Requirements

The Contractor must supply reports on the project at intervals specified by RMTD. Failure to provide the specified reports by the date defined by RMTD will result in the Contractor being responsible for any penalty or other loss of funding that is assessed to RMTD. RMTD will provide Contractor approximately as much notice as funding and/or regulatory agencies provide to RMTD. Contractor must provide scope of report as defined by funding and/or regulatory agencies in consultation with RMTD.

1.2.43 Texting While Driving and Distracted Driving

Consistent with Executive Order No. 13513 (Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C. Section 402 note) and DOT Order 3902.10 (Text Messaging While Driving, December 30, 2009), RMTD encourages the Contractor to adopt and promote policies and initiatives for the Contractor's employees and other personnel that decrease crashes by distracted drivers. Such policies must include a ban text messaging while driving. The Contractor must include this provision in each third party subcontract involving the project.

1.3 RMTD REQUIRED CLAUSES

The Contractor shall comply with the following required RMTD clauses.

1.3.1 Bid Preparation

Bid Preparation - RMTD reserves the right to reject any bid that is not on the form or in the format as specified in the bid package. Conditional bids or bids that take exception to any portion of the contract documents may be rejected by RMTD if such conditions or exceptions could be detrimental to the interests of RMTD.

1.3.2 Bidder Review Procedure

Bidder Review Procedures - A bidder may discuss this document and any addenda thereto with RMTD via telephone, facsimile, or E-mail, but such discussions shall not be considered a part of this work or contract and do not relieve bidders from the responsibility of submitting written requests for changes, approved equals, or clarifications or protests of the specifications or addenda thereto. Bidder requests may be submitted to the address listed in the instructions for submitting bids. Requests must be received no later than ten working days before the date set for bid opening.

1.3.3 Bid Postponement and Addenda

Bid Postponement and Addenda - RMTD reserves the right to revise or amend these solicitation/contract documents up to the time set for opening the bids. These revisions or amendments shall be announced by written addenda to this solicitation. Such addenda shall include the announcement of the new date, if applicable, for opening the bids. Copies of such addenda shall be furnished to all firms that have been issued bid packages. If any addendum is issued less than five working days before the bid opening, the date set for opening bids shall be rescheduled to be at least five working days after the issue date of the last addendum.

1.3.4 Bid Addenda Acknowledgement

Bid Addenda Acknowledgement - Addenda or amendments to these documents must be acknowledged by the bidder at the appropriate location on the bid submittals. RMTD reserves the right to reject any bid or bids without such acknowledgement.

1.3.5 Bid Modification or Withdrawal

Bid Modification or Withdrawal - After the date and hour set for bid opening, bids may not be withdrawn for the period of validity required in Section 1.1.6. Prior to the date and hour set for bid opening, however, bids may be modified or withdrawn by the bidder's authorized representative in person or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notice must be received in the office of Richard W. McVinnie prior to the date and hour set for bid opening. A modification or withdrawal of a bid by fax or E-mail shall not be acceptable.

1.3.6 Single Bid Response

Single Bid Response - If only one bid is received in response to this request, a detailed cost breakdown may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the bid is fair and reasonable.

1.3.7 Prompt Payment

Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from RMTD. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of RMTD. This clause applies to both DBE and non-DBE subcontractors.

1.3.8 Contractor Indemnification

Contractor Indemnification - The Contractor shall defend, indemnify and hold harmless RMTD, IDOT, FTA and USDOT for all claims, damages, lawsuits and expenses, against RMTD, IDOT, FTA, and USDOT, including attorney fees, arising out of or resulting from the Contractor's intentional or negligent act, error, or omission in the performance of any and all work under this contract, except where such is due to the active negligence of the party seeking to be indemnified.

1.3.9 Services to be Confidential

Services to be Confidential - All services, including reports, opinions and interviews are to remain confidential and shall not be divulged, in whole or in part by any person other than to duly authorized representatives of RMTD without prior written approval from RMTD, except by testimony under oath in a Judicial proceeding or as otherwise required by law. The Contractor shall take all necessary steps to ensure that no member of the Contractor's staff nor any member of any tier of any subcontractor's staff divulges any such information except as may be required by law.

1.3.10 Written Notice

Written Notice - Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last known business address of the recipient.

1.3.11 Governing Law

Governing Laws - This contract shall be governed by the laws of the State of Illinois.

1.3.12 Severability of Clauses

Severability of Clauses - The illegality or invalidity of any term or clause of this contract, shall not affect the validity of the remainder of this contract. This contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

1.3.13 Waiver of Breach

Waiver of Breach - The waiver by either Party of any breach of this contract shall not constitute a waiver as to any other breach.

1.3.14 Disputes

Disputes - In the event that any disputes or disagreements arise with respect to performance of this contract and prior to the pursuit of remedies at law, the Contractor and RMTD agree to use best efforts to resolve such disputes or disagreements through good faith negotiations.

1.3.15 Successors and Assigns

Successors and Assigns - RMTD shall bind RMTD and RMTD's successors, assigns, and legal representatives to the Contractor and the Contractor's partners, successors, assigns, and legal representatives with respect to the terms of this contract. Also, the Contractor shall bind the Contractor and the Contractor's partners, successors, assigns, and legal representatives to RMTD and RMTD's successors, assigns, and legal representatives with respect to the terms of this contract. Neither RMTD nor the Contractor shall assign, transfer, convey or subcontract this contract, in whole or in part, or otherwise dispose of the same without the prior written consent of the other.

1.3.16 Covenant Against Contingent Fees

Covenant Against Contingent Fees - The Contractor warrants that the Contractor shall not employ or retain any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this contract, and shall not pay or agree to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, RMTD shall have the right to annul this contract without liability or, in its discretion, to deduct from the compensation due under the terms of this contract, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

1.3.17 Default by Contractor

Default by Contractor - In the event of a default by the Contractor, RMTD shall be able to pursue any available remedy against the Contractor, and if RMTD commences an action in court alleging a default hereunder and obtains a judgment thereon in RMTD's favor, RMTD may recover all expenses, court costs, and attorneys' fees incurred with respect to such action.

1.3.18 DBE Objectives/Policy Statement

The Rockford Mass Transit District has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Rockford Mass Transit District has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Rockford Mass Transit District has signed an assurance that it will comply with 49 CFR Part 26.

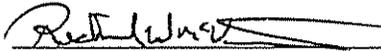
It is the policy of the Rockford Mass Transit District to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy –

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

RMTD Grants Specialist, Paula S. Hughes, has been delegated as the DBE Liaison Officer. In that capacity, the Grants Specialist is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Rockford Mass Transit District in its financial assistance agreements with the Department of Transportation.

Rockford Mass Transit District has disseminated this policy statement to the RMTD Board of Trustees and all the components of our organization. RMTD has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

The distribution of this statement is included in the IFB's (Invitation for Bids), RFP's (Request for Proposals), and RFQ's (Requests for Statements of Qualifications) for all DOT-assisted contracts.


Richard W. McVinnie, Executive Director

8/26/99
Date

1.4 CITY REQUIRED CLAUSES

The Contractor shall comply with the following required CITY clauses.

1.4.1 Safety

Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor. The vendor is responsible to maintain a copy of and review all OSHA certifications for each employee of the vendor and for all level of subcontractors of the vendor required for the jobs being performed (fork lift, PPE, HAZ Com, etc.)

1.4.2 Criminal Background Check

When necessary for the protection of citizens and/or CITY staff, the CITY may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with CITY facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the CITY of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the CITY's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or CITY staff/resident's personal security, or is otherwise job related (as determined by the CITY) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

1.4.3 Control of the Work

With respect to the awarded vendor's own work, the CITY shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The CITY shall not be responsible for the awarded vendor's failure to carry out the

work in accordance with the agreement's terms and conditions. The CITY shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

1.4.4 Taxes

No charge will be allowed for taxes from which the CITY is exempt. The CITY is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The CITY is exempt from the Federal Excise and Transportation Tax.

1.4.5 EEO Forms

Each firm shall be required to submit all EEO forms included in this RFQ. Any submittal that fails to include the properly completed forms will not be read and will not be considered. All subcontractors shall also be required to submit the same EEO forms as the A-E.

1.4.6 Bid Protest

Firms wishing to protest bids or awards shall notify the Project Manager in writing within seven days after the opening date for scope or opening protests or seven days after the award is issued for award protests. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Project Manager will respond to the protest within seven (7) calendar days. A successful protest may result in (a) rejecting all submittals and restarting the RFQ process or in (b) the reversal of a previously awarded contract.

1.4.7 Acceptance/Rejection of Bids

The CITY reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to complete the contract.

1.4.8 Substance Abuse Prevention

When required by Illinois State Statutes, awarded vendors must have in place and file with the CITY a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

1.4.9 Officers

Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the CITY is directly or indirectly interested in the proposal for any reason of personal gain.

1.4.10 Non-Waiver

The failure by the CITY to require performance of any provision shall not affect the CITY's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

1.4.11 Professional Services Selection Act

Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by this RFQ.

1.5 Selection Requirements

The Architectural/Engineering Consultant firm (A-E) employed on this project will be selected using a qualifications based selection procedure as defined in this section.

1.5.1 Advertisement

The following advertisement appeared in the Rockford Register Star and the Taylorville Breeze Courier on Monday, August 27, 2012 and in the Chicago Tribune on Sunday, September 2, 2012:

Request for Statements of Qualifications

Architectural and Engineering Services for Rockford Regional Multi-Modal Transportation Center

The Rockford Mass Transit District (RMTD) and the City of Rockford (the CITY) are requesting written Statements of Qualifications from professional architectural and engineering firms (A-E) for services related to the design of the Rockford Regional Multi-Modal Transportation Center (RRMMTC). This complex will be on a site in the 800 block of South Main Street (IL Route 2) in Rockford, Illinois, immediately west and north of the rail grade crossing that is about 1.8 blocks north of Morgan Street. The site can be seen via an on-line aerial view at: <http://ims.wingis.org/> by entering Parcel Number 1127229012. South Main Street is a primary north-south arterial connecting the Chicago-Rockford International Airport with Rockford's downtown. The RRMMTC shall consist of an Amtrak Train Depot containing all required transportation features and amenities plus shell structures for partner retail and/or commercial organizations that will finish and lease space in the RRMMTC. The RRMMTC must also have accommodations for long and short term parking needs, bicycle storage, facilities for fixed-route RMTD vehicles, shuttle vehicles, and taxis, and gateway connections to the region's growing multi-use path network. The facility will be developed on parcels that formerly contained the Illinois Central Train Depot (passenger train service to Rockford was discontinued in 1981). Design services will include the development of plans and specifications for bidding purposes. Additional services include developing documents required for the complete permitting and approval process required to bring the project to construction. The design professionals will need to achieve five design objectives:

1. Meet the spatial needs of the RRMMTC.
2. Provide a secure and accessible environment for the public and all employees.
3. Be an attractive addition to the neighborhood.
4. Minimize traffic congestion.
5. Fully utilize, without exceeding, the available project funding.

This project will also include a Site Suitability Analysis for a second Amtrak station that would be located where Boone County and eastern Winnebago County residents would have easier access than can be provided by the RRMMTC.

On Wednesday, September 5, 2012, at 10:00 AM in the RMTD Conference Room at 520 Mulberry Street in Rockford, Illinois, RMTD and the CITY will conduct a Pre-Submittal conference to answer any questions that may have arisen about what needs to be submitted or on how the evaluation or negotiation processes will be conducted.

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation. Any contract resulting from these bids is subject to financial assistance contracts between the Rockford Mass Transit District and the United States Department of Transportation and the Illinois Department of Transportation. The A-E will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

The full scope of the work required, a detailed description of the submittals required, the parameters of the selection process, and the contractual obligations must be obtained by contacting RMTD at 520 Mulberry Street, Rockford, IL 61101 or by calling RMTD at (815) 961-2230.

Statements of Qualifications shall be received until 2:00 PM. on September 28, 2012 at:

Rockford Mass Transit District
Attention: Richard W. McVinnie
Request for Statements of Qualifications (RFQ) No. RFQ-12-01
520 Mulberry Street
Rockford, Illinois 61101-1016

At the above-specified time, the submittals will be publicly opened and acknowledged for evaluation. The responsive and responsible A-E determined to be the most qualified will be required to enter into contract negotiations by submitting a contract proposal that must be good for at least 90 days from the date of initial acceptance.

1.5.2 Submittals

Any interested A-E must submit a fully completed Standard GSA Form SF330 to tell RMTD how the A-E will approach and handle this specific assignment. This submittal and the required certifications shall be the basis upon which RMTD will select the three most qualified firms.

The Standard GSA Form SF330 can be found on the General Services Administration web site at: <http://www.gsa.gov/portal/forms/download/21DBF5BF7E860FC185256E13005C6AA6>. A hard copy of that document is attached to this RFQ. References in the instructions for that document related to the Federal Acquisition Regulations (FAR) can be found on-line at <https://www.acquisition.gov/far/> and information on the requested North American Industry Classification System can be referenced from <http://www.census.gov/epcd/naics02/>. The SOLICITATION OR PROJECT NUMBER is RFQ-12-01. The form may be expanded if more lines are required and attachments may be included to fully address the questions asked. To obtain an electronic copy of this RFQ or an Excel copy of the FAA4400-1 & 2 forms and others, e-mail the Capital Program Manager at Patrick.Zuroske@rockfordil.gov.

As per the advertisement, on Wednesday, September 5, 2012, at 10:00 AM in the RMTD Conference Room at 520 Mulberry Street in Rockford, Illinois, RMTD will conduct a Pre-Submittal conference to answer any questions that may have arisen about what needs to be submitted or on how the evaluation or negotiation processes will be conducted. This meeting is optional and any issue that is not fully covered in this RFQ that is addressed at that meeting will be summarized in an Amendment that will be issued to all parties currently in possession of a copy of this RFQ.

1.5.3 Evaluation Process

Once all the submittals are opened and recorded as being on time and in the requested format, copies of the Standard Form from each submitting A-E shall be distributed to the members of RMTD's Evaluation Committee. The RMTD Evaluation Committee (the Committee), which is comprised of seven members:

Venita Hervey, City of Rockford	
Jim Ryan, City of Rockford	Carlos Campos, IDOT
Patrick Zuroske, City of Rockford	Marie Butler, IDOT
Steve Ernst, RMAP	
James Johnson, RMTD	

shall evaluate the submittals based on the Criteria for Evaluating and Ranking Architecture/Engineering/Planning Services Applicants form as shown in Section 1.5.6. The A-E should make every effort to verify that the information provided in the Standard Form SF330 addresses the evaluation criteria in Section 1 and Section 2 and in Section 4's first four items. In addition to the standard A-E skills, the A-E should provide:

- LEED design experience within the submitted proposal, including local projects, as well as those that have a transportation component.
- Specific detail in how the Community Engagement approach will be integrated into the design process (and timeline), and should identify members of the community engagement team, including the main facilitator of the engagement process. How the community engagement process is applied will be a contributing factor to evaluating the qualifications for the project.
- Evidence of research on CITY requirements, including an indication of the A-E's knowledge of those requirements in the submitted proposal.
- An overview of specific experience in designing stations utilizing Amtrak guidelines.
- The vision for creating a standard for future design within the corridor that is addressed in the submitted proposal as a consideration for project approach.
- Documentation detailing previous experience in assisting municipalities or other units of local government in securing grants, low interest loan program, or other potential sources of funding for projects of similar size and scope.
- A team structure whereby a local presence is maintained so that all partner agencies and the members of the community can interact with the team in a more personal and face-to-face manner than is available via e-mail, telephone, and sparsely spaced visits to Rockford.

The points awarded will be multiplied by the weight to determine a criteria score. The Committee will then reach a consensus on each criteria score and will add the criteria scores together to determine a total score and ranking for each A-E.

The top three responsive and responsible firms in the ranking will be given the opportunity to give a 60-minute presentation to the Committee on a date that is mutually agreeable to the Committee and the three top ranked A-E firms. After the presentations are complete, the Committee will rank those three A-E firms a second time. The most qualified A-E will then begin negotiations with RMTD and the CITY.

1.5.4 Negotiations

The most qualified A-E that is responsive and responsible must then provide a proposal that includes the following:

1. A firm, not-to-exceed fixed fee plus cost reimbursement proposal, broken down by phases, that defines the quantity and rates for the Direct Labor, the Salary Burden as a percentage of the Direct Labor, the General and Administrative Expense as a percentage of the Direct Labor, Other Direct Costs, Travel Expenses, Subcontract Costs, and the Fixed Fee as a percentage of the Direct Labor, the Salary Burden, the General and Administrative Expense, and the Other Direct Costs. The scope of work must be fully defined and detailed relative to activities performed, deliverables provided, and concurrence submittals all set within a specified time line. When putting together this proposal, the A-E must be aware that RMTD and the CITY will reject all supplemental costs or fees and/or reimbursable expenses that are not defined in this proposal if such items are later included on an invoice to RMTD.

The A-E must also provide the documentation required by IDOT for such a contract type. This fee negotiation documentation, broken down by phase, includes at least the following:

- 1) Forms, such as the FAA4400-1 in Section 3 of the contract form, showing the estimated quantities and actual rates for the Direct Labor costs, the Salary Burden as a percentage of the Direct Labor, the General and Administrative Expense as a percentage of the Direct Labor, Other Direct Costs, Travel Expenses, Subcontract Costs, and the Fixed Fee as a percentage of the Direct Labor, the Salary Burden, the General and Administrative Expense, and the Other Direct Costs for each phase of the Study.
- 2) Forms, such as the FAA4400-2 in Section 3 of the contract form, defining the development of hourly salary burden and the general and administrative expense rates.

- 3) Estimates for all reimbursable direct costs, for all travel expenses, and for any other expense to be reimbursed by RMTD to the A-E.

Any consultant or subcontractor or any level of subcontractor retained by the A-E for performing work on the Study must submit the same three items above to substantiate the A-E subcontractor costs.

2. Any exceptions the A-E may take with any element of the proposed contract.
3. Any suggestions the A-E may have for service or scope additions that would benefit RMTD.

If a fee that is acceptable to both parties can be agreed upon, then a contract shall be executed. If agreement on the fee cannot be reached or if the A-E will not accept a contract clause that is required by one of the funding agencies or if the negotiations reach an impasse for some other reason, then negotiations shall be stopped and the second most qualified A-E shall be contacted to begin negotiations. This process shall continue until an A-E is selected and placed under contract for this work or until RMTD chooses to reject all proposals.

1.5.5 Execution of Contract

Execution of the contract shall occur within five working days of when the contract negotiations are complete and the contract is awarded. The A-E shall provide RMTD with certificates of insurance for both General Liability and Errors and Omissions insurance before execution of the contract.

1.5.6 Criteria for Evaluating and Ranking Architectural and Engineering Services Applicants

	<u>Weight</u>	<u>Points</u>	<u>Score</u>
	1-12	0-5	Wt.xPts.
<u>1. Competence</u>			
Team/Staff Experience with Microsoft Office Software	6	_____	_____
Team/Staff Experience with Providing Assistance in Securing Project Financing	6	_____	_____
Team/Staff Experience with Community Engagement and the Approach Planned for RRMTC	8	_____	_____
Team/Staff Experience with and Knowledge of CITY Codes and Regulations	8	_____	_____
Team/Staff Experience with Setting a Standard for Design in an Urban Corridor	8	_____	_____
Team/Staff Experience with Life Cycle Costing	8	_____	_____
Team/Staff Experience with Providing a Local Presence on Other Projects	8	_____	_____
Team/Staff Experience with LEED Certified Projects, Including Local Examples	8	_____	_____
Team/Staff Experience with the Design of Amtrak Passenger Stations	10	_____	_____
Team/Staff Experience w/ Rail Passenger Facilities in the \$5 to \$10 Million Constr. Cost Range	10	_____	_____
Team/Staff Experience with Highway and Drive Design for Large Vehicles	10	_____	_____
Team/Staff Experience with Interaction with IDOT Highway Projects	10	_____	_____
Team/Staff Experience with Governmental Bodies and Agencies	10	_____	_____
Team/Staff Experience with State of the Art Communications and Security Equipment	10	_____	_____
Team/Staff Experience with Environmental Design Issues	10	_____	_____
Professional Certification/Registration of Staff	10	_____	_____
Education of Project Staff	10	_____	_____

(NOTE: All references to "Team" refer to one or more firms working together on this project.)
 (All references to "Staff " refer to the individuals from any firm assigned to this project.)
 ("Experience" does not have to be with the Team or even with a firm from the team.)

2. Capability

Number of Staff Members from the Team Available for this Project	8	_____	_____
Computerization for Generation of Drawings, Calculations, and Documents	8	_____	_____

3. Past Performance

Demonstrated Ability to Design a \$5 to \$10 million Facility that Met the Owner's Needs	12	_____	_____
Demonstrated Ability to Design a \$5 to \$10 million Facility within Budget	12	_____	_____
Demonstrated Ability to Meet the Design Schedule	10	_____	_____

4. Other Criteria

Ability to Provide What Was Requested in the RFQ	8	_____	_____
Financial Integrity of the Team	6	_____	_____
Reputation of the Team and/or Firms Therein	6	_____	_____
Knowledge of Staff of Study Area	4	_____	_____
[RANKED AFTER PRESENTATION] Quality of the Firm's Response to the RFQ	4	_____	_____
[RANKED AFTER PRESENTATION] Quality of the Firm's Oral Presentation	4	_____	_____
[RANKED AFTER PRESENTATION] General Attitude of Firm Personnel Toward Project	4	_____	_____

TOTAL SCORE: _____

Guide for Awarding Points:

- 0 – Shows no indications of meeting expectations.
- 1 – Shows minimal indications of meeting expectations.
- 2 – Shows below average indications of meeting expectations.
- 3 – Shows average indications of meeting expectations.
- 4 – Shows above average indications of meeting expectations.
- 5 – Shows superior indications of meeting expectations.

2. TECHNICAL SPECIFICATIONS

2.1 General Description of this Project

This Request for Statements of Qualifications (RFQ) is being issued by the Rockford Mass Transit District (RMTD) and the City of Rockford (the CITY) for the purpose of obtaining design services for the development of a Rockford Regional Multi-Modal Transportation Center (RRMMTC) to be located in the 800 block of South Main Street (IL Route 2), immediately west and north of the rail grade crossing that is about 1.8 blocks north of Morgan Street. The site can be seen via an on-line aerial view at: <http://ims.wingis.org/> by entering Parcel Number 1127229012. South Main Street is a primary north-south arterial connecting the Chicago-Rockford International Airport with Rockford's downtown. The RRMMTC shall consist of an Amtrak Train Depot containing all required transportation features and amenities plus shell structures for partner retail and/or commercial organizations that will finish and lease space in the RRMMTC. The RRMMTC must also have accommodations for long and short term parking needs, bicycle storage, facilities for fixed-route RMTD vehicles, shuttle vehicles, and taxis, and gateway connections to the region's growing multi-use path network. The facility will be developed on parcels that formerly contained the Illinois Central Train Depot (passenger train service to Rockford was discontinued in 1981). Design services will include the development of plans and specifications for bidding purposes. Additional services include developing documents required for the complete permitting and approval process required to bring the project to construction. The design professionals will need to achieve five design objectives:

1. Meet the spatial needs of the RRMMTC.
2. Provide a secure and accessible environment for the public and all employees.
3. Be an attractive addition to the neighborhood.
4. Minimize traffic congestion.
5. Fully utilize, without exceeding, the available project funding.

This project will also include a Site Suitability Analysis for a second Amtrak station that would be located where Boone County and eastern Winnebago County residents would have easier access than can be provided by the RRMMTC.

2.2 Background Information

The subject site is now located within a corridor that is at beginning stages of revitalization. In 2012-2013 the Illinois Department of Transportation (IDOT) will be reconstructing the South Main (IL 2) corridor from Cedar Street (found north of the RRMMTC location), south to Beltline Road, located immediately north of the Chicago-Rockford International Airport. In 2011-2013 the Morgan Street Bridge, one of the CITY's eight Rock River-crossing bridges, is being replaced by a \$30 million tied arch structure that will span the Rock River. North of the RRMMTC location and the downtown core, the CITY is constructing the first segment of Rockford's River-Walk System on the Riverfront Museum Campus in 2011-2012. Planning and development of a multi-use path system, which will be connected to the RRMMTC, is underway and sections will be constructed as part of the Morgan Street Bridge and South Main reconstruction projects. The former Barber Colman Complex, located immediately southeast of the RRMMTC location is undergoing a feasibility analysis for adaptive re-use.

In 2010 the CITY secured an IDOT State Planning and Research Grant (SPR) to develop a ***South Main Revitalization Strategy*** program that will build upon these planned road and bridge improvements and create a multifaceted economic and community development framework to bring additional investment and positive changes to the neighborhoods along the Corridor. To supplement this revitalization strategy and the IDOT construction project, the CITY has created a customized set of detailed streetscape and lighting plans and specifications for this corridor. The CITY and IDOT support a Complete Streets approach that can be demonstrated through the South Main Reconstruction project and serve as a model for future road improvements in the region. The development of the RRMMTC will be a centerpiece to fulfilling the Complete Streets vision for the corridor.

2.3 Detailed Project Description

Scope: The architectural and engineering services for this project can be broken down into five phases:

Phase I	Schematic Design
Phase II	Design Development
Phase III	Construction Documents
Phase IV	Bidding
Phase V	Contract Administration

Reviews: While the official representative of RMTD and the CITY will be the Project Manager, reviews of the design phases will be conducted by the Review Committee, a committee that will be established at the conclusion of the work of the Evaluation Committee. The work of the Review Committee will continue until completion of the construction of the project.

Schedule: The work on Phase I shall be completed within six weeks after the effective date of this Agreement. Following the six weeks, the A-E must include at least three public presentations to neighbors, public officials, and interested parties to get input on the design, followed by review and approval time by the Review Committee. Phase II shall be completed within four weeks after receiving the written approval of Phase I. Another two public presentations to neighbors, public officials, and interested parties to get input on the design must be included in the A-E's services. Phase III shall be completed within six months after the start of Phase I, excluding the time required to obtain the required approvals. Depending on several issues related to the final cost estimate and the available funding, Phases IV (Bidding) should begin by March 1, 2013. The A-E must allow for at least a two-week review time by the Illinois Department of Transportation to obtain Pre-Bid Concurrence from that agency prior to that March 1, 2013 date.

2.3.1 Phase I - Schematic Design

The A-E will be provided with an electronic copy of the survey for the site. The A-E shall first review the Design Characteristics that follow and shall provide RMTD with any suggested modifications that would be of advantage to RMTD. From these requirements and the above referenced survey, the A-E shall generate several schematic designs. From these designs, at least three schemes shall be selected by the Review Committee for further development. Each scheme must include individual unit price cost estimates for the construction. The A-E shall make an oral presentation of these schemes to the Review Committee and shall provide the Review Committee with the costs and written descriptions of how each design achieves the five design objectives listed in Section 2.1 above.

2.3.1.1 Design Characteristics Overview

The RRMTC shall contain various amenities to satisfy several objectives for the region. The particular design requirements for the center are defined in the following sections.

2.3.1.1.1 Amtrak Requirements

- 2.3.1.1.1.1** The structure(s) designed for the RRMTC will be masonry in construction and will comply to the design guidelines detailed in Amtrak's ***Station Program and Planning – Standards and Guidelines (v.2.2, March 2008)***, available at www.GreatAmericanStations.com, and will incorporate signage in accordance with ***Amtrak – Graphic Signage Standards Manual (August 1995, Revised March 2010)***.
- 2.3.1.1.1.2** All site development and parking requirements shall to adhere to the Amtrak guidelines noted above. City of Rockford development requirements will also apply for the project.

2.3.1.1.2 Leadership in Energy and Environmental Design (LEED) Requirements

The CITY is requiring a LEED certified design that will consider sustainability as outlined by the following:

- 2.3.1.1.2.1 **Site Sustainability:** The project shall provide alternative transportation provisions for pedestrians, bicycles, and low emissions vehicles, and provides connections to taxis and RMTD bus routes.
- 2.3.1.1.2.2 **Redevelopment of an Urban Brownfield Site:** The site shall transition from a former industrial/warehouse site to a modern multi-modal transportation center.
- 2.3.1.1.2.3 **Water Efficiency:** The project shall utilize water efficient landscaping and facility water use reduction systems.
- 2.3.1.1.2.4 **Energy Efficiency:** The project shall use energy efficient HVAC and electrical systems for reduction of energy consumption.
- 2.3.1.1.2.5 **Construction Materials:** The project design shall incorporate low construction waste and use of recycled and locally sourced materials.
- 2.3.1.1.2.6 **Indoor Environmental Quality:** The project shall include design features to enhance light controllability, thermal comfort, and interior daylight access.
- 2.3.1.1.2.7 **Stormwater Treatment:** The collection and treatment of stormwater within the site shall conform to Best Management Practices (BMPs), including the use of bio-swales, permeable pavement(s), and rain gardens.
- 2.3.1.1.2.8 **Outdoor Green Space:** Outside spaces included in the design shall include landscaping and plantings to enhance the urban downtown setting and will be consistent with water efficiency.

The specific LEED category for the development will be determined as the design process develops. Design constraints, including available construction budget, could impact the LEED design process. The Review Committee will utilize all reasonable resources to advocate for the highest level of LEED design available to the project. It is anticipated that the A-E will source whatever materials can be supplied locally (the project is located within an Enterprise Zone), and that energy efficiencies in construction, building maintenance, and operations will be a prevalent design factor.

2.3.1.1.3 Design Characteristics (Structure)

- 2.3.1.1.3.1 **Codes and Standards:** Design teams shall utilize the City of Rockford codes and guidelines for the design development for the center. Please see the requirements as outlined in the CITY's website at <http://www.rockfordil.gov/community-economic-development/construction-development-services.aspx>. ADA compliance for all structures and site facilities is a required element of the design.
- 2.3.1.1.3.2 **Basic Station Structure:** The development of a multi-use structure of approximately 4,500 square feet. The preference will be the design and construction of a minimum two-story structure that will offer space for Amtrak operations (ticketing, waiting, restrooms, baggage storage, etc.), and contain office space, possible retail space and a meeting room that can be used for public purposes. The second story will allow for the construction of a covered walkway to the south side of the tracks to connect pedestrians and cyclists to the Tinker Gardens area.
- 2.3.1.1.3.3 **Design Context:** The current architectural styles prevalent within the corridor are generally eclectic in nature with no unifying theme. The design of the RRMTC is anticipated to create a standard for future design within the corridor. The project design should also embrace the original (1900s-era) passenger train station that existed on the site regardless of whether it has historical architectural significance. Certain design elements can reflect the character of the period and still be incorporated into the design.

- 2.3.1.1.3.4 **Canopies for Intermodal Connection:** The center will contain a platform and canopy that will encompass the areas adjacent to the station structure, and will extend to a bus/transit berthing area located within the center.
- 2.3.1.1.3.5 **Vender/Kiosk Area:** The facility will require a vender/kiosk area. The specific details for this area will emerge through the design process and will be impacted by design parameters outlined by Amtrak as well as local economic conditions.
- 2.3.1.1.3.6 **Bicycles:** The complex will require the development of bicycle storage/rental facility to accommodate cyclist's needs. This portion of the design should be adaptable to include amenities that could support a retail bicycle rental component.
- 2.3.1.1.3.7 **Fiber Optic Connection / Wi-Fi:** The region is part of the fiber optic collective known as I-Fiber. The RRMTC shall be connected to this system as part of the development. The project will also require the development of a Wi-Fi system available to users.

2.3.1.1.4 Design Characteristics (Site)

- 2.3.1.1.4.1 **Railroad Signals, Gates and Alarms:** The site design shall include all required upgrades to railroad signals, gates, and alarms, as required by the Canadian National Railroad, Amtrak and the Illinois Commerce Commission (ICC). The successful design team will be expected to display knowledge of these requirements as part of their RFP.
- 2.3.1.1.4.2 **Exterior Lighting:** Street lighting design within the South Main Corridor has taken into consideration the standard fixtures utilized throughout all of the CITY's arterials and collectors. There has also been a specific fixture developed for the Downtown Streetscape areas located on the west side of the river. All exterior lighting fixtures for the project shall utilize these designs (manufacturer cut sheet date will be supplied at the time of final selection).
- 2.3.1.1.4.3 **Electric Vehicles:** The site shall be the location of an electric vehicle connection terminal for both automobiles and buses.
- 2.3.1.1.4.4 **Overhead Utilities:** The design will not allow for the use of overhead utilities for the development. Overhead electric lines will be relocated off of the corridor as part of the South Main Corridor reconstruction project.
- 2.3.1.1.4.5 **South Main Corridor – Reconstruction:** As indicated above, IDOT is finalizing plans for mid-2012 letting for the reconstruction of South Main from Cedar Street to Beltline Road. Access to the most recent version of the plans is available at the following:
<https://corxnet.rockfordil.gov/CEDD/planning/SouthMainPlan/Streetscape%20Consultant%20Files/Forms/AllItems.aspx>
- 2.3.1.1.4.6 **IDOT – Curb Cut Permit Requirements (South Main):** The IDOT plans noted above identify the curb cut into the property as essentially re-use of the existing access. One of the early design requirements for the project will be to determine the exact location of this access point, complete a design, and work with IDOT District 2 to integrate it into their design for the South Main reconstruction project.

2.3.1.1.5 Other Project Requirements

- 2.3.1.1.5.1 **IDOT Context Sensitive Solution Process:** Utilize this process to the greatest extent possible for the design of this project. Information on this process can be found at: <http://www.dot.il.gov/css/home.html>.
- 2.3.1.1.5.2 **Community Engagement:** The project will require a community engagement process that will provide the opportunity to community members and stakeholders to participate in the design process. The CITY has utilized this approach throughout the creation of other legacy-type projects. The A-E shall prepare multiple color renderings showing various interior and exterior views of the building and site design concept(s) being reviewed during this process.

These renderings will be used by the CITY in various print and electronic promotional materials. Larger scale color prints of these renderings shall be secured to foam boards for presentation and discussion by the A-E and all prime sub-consultants of the A-E. All such work shall be included in the base Owner-Architect Agreement.

- 2.3.1.1.5.3** **South Main Revitalization Strategy:** The CITY recently (2011, 2012) partnered with the Lakota Group in the development of a community engagement process to create a long-range strategy for redevelopment of the South Main Corridor. This resulted in the creation of the following documents:

South Main Revitalization Strategy:

Volume One: State of the Corridor (Dec. 2011)

South Main Revitalization Strategy:

Revitalization Vision – Implementation (Dec. 2011)

These documents will be vital in assisting in communicating the strategy embraced by the Community in moving forward with implementation of a revitalization strategy. It is anticipated that the development of the RMMTC will spur economic investment in the immediate area as well as throughout the South Main Corridor (and possibly within sections of the downtown core). Design and development principals outlined in these documents shall be used to provide a framework for the project. Access to these documents is available at the following: <http://www.rockfordil.gov/community-economic-development/long-range-planning/corridor-plans/south-main-revitalization-strategy.aspx>

- 2.3.1.1.5.4** **Environmental Impacts:** The site has undergone Phase I Environmental Site Assessment (Phase I ESA) and a Subsurface Investigation (Phase II). There are identified subsurface environmental impacts identified within the footprint of the site. The CITY has utilized brownfield funding to perform the Phase II and to demolish on-site structures (including the former station). The site has been enrolled in the Illinois Environmental Protection Agency (IEPA) Site remediation program (SRP), and the next level of investigation and a remedial plan is being assembled. **Fehr Graham Engineering & Environmental** is the consultant that the CITY has contracted with for this environmental remediation work. It is anticipated that environmental factors will, in some part, play a role in the type of storm water controls and systems developed for the project, and could dictate some types or pavements or other infrastructure utilized in the development. All environmental data (and the status of the SRP program) will be made available to the successful design team at the time of initial selection (prior to the formulation of a final scope of work and cost proposal). The Site Suitability Analysis for potential east side passenger locations will require a modest understanding of environmental impacts and issues. The A-E must demonstrate the appropriate level of environmental competence to be able to work with the environmental remediation consultant to be able develop a design that meets all design requirements including environmental compliance.

- 2.3.1.1.5.5** **Liaison with Agency Partners:** Once the A-E is under contract, the CITY will serve as the primary Owner for the design work on this project; however, there are multiple partners that will assist the CITY to ensure that all considerations within the design have been addressed. The A-E should understand that members of RMTD, the Rockford Metropolitan Agency for Planning (RMAP), the Rockford Area Visitors and Convention Bureau (RACVB), and possibly representatives of the Chicago-Rockford international Airport and Winnebago County may play a role in the shaping the design of this project.

- 2.3.1.1.5.6** **Support for Additional Funding Opportunities:** The A-E will be requested to provide assistance in securing grants, low interest loans, or other potential sources of funding for future project funding.

- 2.3.1.1.5.7** **Eastside Site Suitability Analysis:** Evaluate potential eastside locations that could allow commuters and other travelers from the east side of Winnebago County and all of Boone County to access Amtrak service without being required

to travel to the RRRMTC. This evaluation will require the review of station sites along the Canadian National corridor through the region and should be coordinated with the previous site analyses done for the Northern Illinois Commuter Transportation Initiative (NICTI). Extensive information, including a draft Environmental Impact Statement is available at the NICTI website, www.nicti.net. At a minimum the Site Suitability Analysis should evaluate the following criteria: intercity ridership, station needs, platform and canopy requirements, short term and long term parking needs, ticketing requirements, land availability, access, and adjacent supportive retail development. The report developed from this Site Suitability Analysis must include, at a minimum, a written evaluation of the criteria noted above for all potential sites plus, a detailed architectural program and a detailed cost analysis for land, design services, construction, and any supplemental costs required to make a station fully operational at the optimal station location.

2.3.2 Phase II - Design Development

The A-E will be responsible for incorporating the structural, mechanical, and electrical systems into the approved Phase I design while further refining the architectural design. Outline specifications shall be developed for the full scope of the project. The completed work of this phase shall be presented at the final review presentation for this phase. The work to be undertaken in this phase shall include:

1. Architectural Design:

All elements of material and color selection shall be completed. A high level of dimensional precision should be achieved for nearly all of the new construction. Diagrams explaining vehicular and pedestrian circulation should be prepared. Computer-generated three-dimensional drawings (or other media as selected by the A-E) should be produced to convey the appearance of key internal and external elements of the proposed construction.

2. Structural Design:

Sizing and placement of all structural members, including foundations, piers, columns, walls, floors, roofs, and any required specialty elements, shall be completed and shown on drawings. The A-E work shall include all necessary soil borings and reports needed for structural design.

3. Mechanical Design:

All primary elements of the heating, ventilation, air conditioning, plumbing, and fire protection systems shall be designed and shown on the drawings.

4. Electrical Design:

All primary elements of the power distribution and lighting systems shall be designed and shown on the drawings. Specialty components, including security, computer networking, uninterruptible power for all CPU's, surge protection, communications, and fire protection systems, shall be designed and shown on drawings.

5. Project Costs:

A detailed life-cycle construction cost estimate shall be developed that provides individual monetary costs for the various elements of labor, equipment, and materials needed to construct this project. Such estimate must include all costs associated with the project including bidding expenses, testing services, builders risk insurance, title work for payouts, and any other costs or

fees that RMTD and the CITY will have to pay in addition to the construction and architectural services contracts.

6. Value Engineering:

At the point in this phase where most elements of the preferred design have been established and when basic drawings and outline specifications can be generated (approximately when this phase is 75% complete), a value engineering review of the project shall take place. This review is anticipated to take no more than two to three days to complete. The timing, location, and participants needed for this review shall be the sole responsibility of the CITY and shall be paid for by local CITY funds. The involvement of the A-E during the process shall be limited to (a) providing 10 sets of the plans and specifications for the review and (b) attendance at the wrap-up meeting at the conclusion of the process. Once the process has been completed, the A-E will submit any comments the A-E wishes to address relative to the Value Engineering findings.

2.3.3 Phase III - Construction Documents

The A-E shall be responsible for refining and defining the approved Phase II drawings and specifications into those elements of the construction documents. Such documents shall be sufficiently complete to permit the project to be built in the exact appearance and quality as was presented to RMTD when the Phase II documents were approved.

The construction documents shall also include, at a minimum:

1. an advertisement for bids,
2. bidder qualifications,
3. instructions to the bidders,
4. a bid form,
5. general contract conditions,
6. supplemental contract conditions,
7. contract provisions required by FTA,
8. contract provisions required by IDOT,
9. contract provisions required by RMTD, and
10. the form for the construction contract.

The A-E shall design all necessary furnishing, window treatments, and the like needed complete the facility to "move-in" readiness. That work must include one or more separate sets of bid documents and all necessary bidding and contract administration services required for all such furnishings, etc.

The Project Costs (Item 5 from Phase II) shall be updated to arrive at final figures. The color renderings created in the Schematic Design Phase shall be updated to reflect the current design and be provided to the CITY in both paper and electronic formats for informational and promotional purposes by the CITY. A larger color rendering shall be provided to the CITY on a foam backer for display purposes. Depending upon the final cost estimate, RMTD and the CITY reserves the right to put the project on hold for up to one year before proceeding with Phase IV in order to obtain any additional funding needed to complete the project as designed.

2.3.4 Phase IV - Bidding

The A-E shall use the Construction Documents to assist RMTD in obtaining bids on the specified work. Such assistance shall include placement of advertisements and construction document sets in the proper locations to provide maximum exposure to interested bidders, development of a format for determining whether or not a bidder is qualified to perform the required work, organizing the bid opening, and recording the bids. The A-E shall then provide assistance in evaluating those bids, including the accompanying bid bonds, and in awarding the construction contract.

2.3.5 Phase V – Contract Administration

The A-E shall assist the CITY in starting the construction work. Such assistance shall include reviewing all submittals from the Contractor, including permits, bonds, certificates of insurance, schedule of values, the list of subcontractors, and application for payment forms, as well as preparing the notice to proceed.

Once construction has started, the A-E shall, at a minimum:

1. Conduct regular visits to the site to observe the quality and quantity of the construction work. Such visits shall occur no less than once each week where the Contractor is on site and actively engaged in the work of this project. In no case shall more than five Contractor workdays pass without a visit from the A-E. During such visits the A-E shall be available to the Contractor to provide any interpretations of the construction documents that are needed. Telephone, fax, written, or E-mail requests for such interpretations shall be provide by the A-E at any time during normal working hours throughout the duration of the construction contract and one-year warranty.
2. Conduct and record minutes of weekly on-site contractor's job meetings unless Contractor prefers to perform this task. Said minutes shall include a brief summary of the job progress to date.
3. Review and, after permitting the CITY's input, approve all required contractor submittals including shop drawings, material samples, and color selections.
4. Review and recommend action on all contractor submitted change orders. Provide recommendations regarding change orders to be initiated by the CITY. Prepare and submit all such change orders when so directed by the CITY.
5. Review and make a written recommendation regarding approval of each of the Contractor's applications for payment.
6. Witness all required performance tests of any element of the new construction and provide the CITY with a written report of the observed results.
7. Prepare a full and complete punch list of the project and, after allowing any additional comments by the CITY, submit the same to the Contractor. Said list shall be updated upon subsequent reviews of the Contractor's work.
8. Review Contractor submittals, such as as-built drawings, maintenance manuals, and warranties, for accuracy and completeness.
9. Prepare the necessary documents and make recommendations for substantial completion and project closeout.

2.4 General Provisions of the Work

The work of the A-E shall meet or exceed professional standards in all aspects of this project. Components of that work requiring special definition are:

1. The cost of this project, as designed by the A-E, must not exceed the available funding.
 - a. The CITY shall provide the A-E with the maximum available funding for this project, in writing, at the beginning of the design process. If, by the end of Phase I, the A-E believes that additional funding shall be required to be able to provide the facilities needed by the CITY,

then the A-E shall provide, in writing to the CITY, the required amount of funding that the A-E states will be needed to perform the desired work. The CITY shall then exercise one or more of the following options:

- i. Reduce the scope of the project.
 - ii. Seek additional funding.
 - iii. Terminate this Agreement.
 - b. For the purpose of this Agreement, the cost of this project shall include all costs of this Agreement, all costs of the Construction Contract, and all other project-related costs that must be paid directly by the CITY, such as Builders Risk Insurance. Additional utility and operating costs encountered during the construction work shall not be included for the purposes of determining whether or not the A-E met or exceeded the requirements of this section (2.3.1), but the A-E shall provide such information to the CITY for the purposes of evaluating different designs and evaluating construction contract bids.
 - c. If the lowest responsive and responsible construction contract bid exceeds the A-E estimate of the construction contract portion of the cost of this project, then the A-E, at no cost to the CITY and with the written design approval of the CITY, shall redesign this project and shall provide assistance in negotiating with the lowest responsive and responsible construction contract bidder to meet the available amount of funding. Such approval by the CITY is subject to the concurrence of FTA and IDOT. If such approval or concurrence cannot be achieved without rebidding this project, then, as directed in writing by the CITY, the A-E shall, at no cost to the CITY, redesign this project, provide all necessary documents and copies thereof, and provide the required professional services to advertise for and obtain bids that do not exceed the available funding for this project.
 - d. The A-E may incorporate reasonable contingencies in the cost estimates and additive alternates in the construction contract bid package as means of dealing with the uncertainty of the magnitude of the construction contract bids.
2. The A-E shall be responsible for scheduling and conducting all review and approval meetings and shall record and distribute the minutes of those meetings to all attendees and contractually interested parties
 3. All items that are required to be noted, as per this Agreement, shall be noted in writing.
 4. The A-E shall provide the CITY with a written progress report each month.
 5. The A-E shall provide the CITY with five copies of all reports, submittals, drawings, specifications, and other required documents.
 6. The A-E shall provide the CITY with five copies and provide bidders with a total of 50 copies of the complete Construction Contract Documents package.
 7. The A-E shall receive pre-approval for the format of all documents and submittals, including invoices, required under the terms of this Agreement.
 8. All project related meetings, except the final review presentation for Phase II, shall be held at the CITY Administrative Offices in City Hall at 425 East State Street in Rockford, Illinois. The final review presentation for Phase II shall be held at the offices of IDOT in Chicago, Illinois if so requested by IDOT. The CITY shall notify the A-E in advance of any change in these locations. The A-E shall provide the CITY with a schedule of meetings for the CITY's approval for the design segment of this project within two weeks after the effective date of this Agreement and for the construction segment of this project within two weeks after the award of the Construction Contract.

9. After each of the first four phases, the A-E should allow up to 30 calendar days for the approval process. The approval process for any given phase shall not begin until the A-E has fully completed all work, made all presentations, and submitted all documents required for that phase. The work of each phase, including the respective approval process, shall be complete upon the CITY's written authorization to proceed to the next phase. Following the 30 day review process for Phase III, the A-E shall have up to two weeks to respond to the comments and questions provided by the CITY, RMTD, IDOT, and FTA. The CITY shall have up to two weeks to review and comment on those responses.
10. The CITY shall make every effort to accommodate any requests by the A-E for preliminary reviews of required submittals.

3. CONTRACT FORM

The contract form for this project begins on the next page.

(NOTE: No billable work can be performed for this project until this contract is fully executed and that process cannot occur before October 1, 2012.)

ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT

This Agreement, made and entered into on this ____ day of _____ 2012, by and between

_____ with offices at
_____ in the city of
_____ (hereinafter referred to as "A-E")

and both

Rockford Mass Transit District with offices at
520 Mulberry Street in the city of
Rockford, Illinois 61101 (hereinafter referred to as "RMTD")

and

City of Rockford with offices at
425 East State Street in the city of
Rockford, Illinois 61104 (hereinafter referred to as "CITY")

covers certain professional architectural and engineering services in connection with the proposed Rockford Regional Multi-Modal Transportation Center, hereinafter referred to as the Project.

NOW THEREFORE, RMTD and CITY, hereinafter collectively referred to as RMTD/CITY, and the A-E do mutually agree that for the consideration hereinafter specified, the A-E will furnish the professional services indicated herein subject to the terms, conditions, and general provisions set forth in this Agreement and subject to any other provisions incorporated herein by attachment, amendment, and/or reference.

Section 1 — Professional Services Provided

The A-E agrees to perform or be responsible for the performance of the professional services listed in this section. Divisions 1 and 2 of RFQ-12-01 are attached hereto and are an integral part of this Agreement.

- A. Compliance with all the requirements of Division 1 of RFQ-12-01, titled "Contract Terms" as found on pages 6 through 36 of that RFQ.
- B. Providing all the necessary expertise, documentation, and finished products as required by Division 2 of RFQ-12-01, titled "Technical Specifications" as found on pages 37 through 47 of that RFQ.

Section 2 — Method of Payment and Maximum Compensation

- A. RMTD/CITY agrees to reimburse the A-E for the actual costs incurred in performing the professional services that are reimbursable under the terms of this Agreement. RMTD/CITY shall also pay a fixed fee of _____ % (percent) multiplied times the sum of the Direct Labor Cost, the Salary Burden, the General and Administrative Expense, and the Other Direct Costs as shown on all forms FAA4400-1. Permissible expenses are only those shown on said forms at the end of Section 3 and as described in Section 3.
- B. Payment shall be available to the A-E upon the successful completion and written acceptance of each phase of the Project. Invoices for partial payments for any of the five phases of the work required by this Agreement will be rejected by RMTD/CITY. Approval by RMTD/CITY of an accurate and contractually acceptable invoice will initiate a 30 day window during which payment will be issued. For each one day that the A-E is late in meeting a contractual milestone of this Agreement, the 30 day payment window may, at the option of RMTD/CITY, be expanded by one day.

"An accurate and contractually acceptable invoice" must include at least the following documentation:

- 1) Forms, such as the FAA4400-1 in Section 3, showing the actual quantities and actual rates for the Direct Labor costs, the Salary Burden as a percentage of the Direct Labor, the General and Administrative Expense as a percentage of the Direct Labor, Other Direct Costs, Travel Expenses, Subcontract Costs, and the Fixed Fee as a percentage of the Direct Labor,

the Salary Burden, the General and Administrative Expense, and the Other Direct Costs for each phase of the Study.

- 2) Forms, such as the FAA4400-2 in Section 3, defining the development of hourly salary burden and the general and administrative expense rates.
- 3) Payroll records that include time sheets signed by the employee doing the work for every unit of time charged to the project defined in Section 1 of this Agreement and summary payroll sheets showing total hours worked and hourly pay rates by each individual.
- 4) Photocopies of original provider receipts for all reimbursable direct costs, for all travel expenses, and for any other expense to be reimbursed by RMTD/CITY to the A-E.

Any invoice not having all elements of the above four categories of submittals for the A-E and all levels of sub-consultants being paid from the invoice will be rejected by RMTD/CITY and will be returned to the A-E.

- C. The maximum amount of compensation to be paid for reimbursement, for the fixed fee, or for any other purpose under the terms of this Agreement is \$_____.
- D. All payouts to the A-E shall be subject to a ten percent retainage. This retainage shall be held until after the final completion of the project.

Section 3 — Items Eligible for Reimbursement to the A-E

The following items of cost are reimbursable to the A-E:

- A. Direct Labor Cost is the payroll of the A-E dedicated solely to the Project (actual wages paid to employees of the A-E, regardless of job classification, when directly engaged in work necessary to fulfill the terms of this Agreement) less the premium portion of such wages paid for overtime. (See Section 3.B.3 for an exception) If upper level employees of the A-E perform routine services, such as standard design or drafting work that could be performed by lower paid personnel, the wage rates billed directly for those services shall not exceed the rates paid to the A-E personnel normally performing the same or similar work.
- B. Salary Burden Cost shall be in accordance with the established policy of the A-E and with accepted accounting practices. These costs shall be expressed as a percentage of the Direct Labor Costs.
 1. Salary Burden Costs include:
 - a. Wages paid or accrued for vacation time.
 - b. Wages paid for holidays and for sick, military, jury and other authorized leave.
 - c. Bonus, incentive compensation, or deferred compensation that is an established practice of the firm. Such practice must be able to be historically proven by an audit.
 - d. Group and Workers compensation insurance costs.
 - e. Social Security and Unemployment taxes.
 - f. Pension or retirement benefits.
 - g. Group Medical Plan and Life Insurance Premiums.
 2. Salaries of the principals of the A-E may be included in the Direct Salary Costs for only the time those principals are productively engaged in work necessary to fulfill the terms of this Agreement alone, provided this is the normal practice of the A-E and that the cost is not also included in General and Administrative Expense.
 3. Premium Wages for overtime paid to employees, in accordance with the normal practice of the A-E and directly chargeable to this project, may be reimbursed as a Direct Labor Cost with no surcharge for Salary Burden Costs provided such Premium Wages in any billing period do not exceed four percent of the Direct Labor Cost billed to this project for that period. No payments for Premium Wages in excess of four percent shall be made unless the A-E obtained prior written

approval from RMTD/CITY to exceed this limit. A separate invoice must be submitted showing only the overtime wage costs.

C. General and Administrative Expense (or overhead costs) are the remaining costs of the business operations of the A-E after assignment to specific projects has been completed. These costs shall be expressed as a percentage of the Direct Labor Cost. These costs may include:

1. Wages paid for preparation of proposals.
2. Severance wages paid to employees.
3. Wages paid for negotiating (not promoting) new business.
4. Research and development wages that are primarily the salaries paid to the personnel in the development of new computer programs and labor saving devices.
5. Training and education wages consist of salaries paid to employees while attending classes at accredited colleges or universities for postgraduate work in subjects related to the practice of the A-E. Also included in this category is attendance at meetings and seminars conducted by recognized technical and professional organizations.
6. General office administration and supervisory salaries
7. Salaries in connection with the recruitment of employees
8. Salaries paid to furnish access to or copies of records.
9. Salaries of principals for time actively engaged in the preparation of proposals and pre-agreement negotiation (not promotion) of new business.
10. Communications, including telephone, electronic wire services, networks, and Internet services.
11. Computer costs in connection with job production, research and development, bookkeeping, new business negotiation, and preparation of proposals.
12. Professional services costs, including the cost of professional services rendered by members of a particular profession, such as legal, auditing, and accounting, that are necessary to the proper operation of the business, but which are not employees of the A-E.
13. Taxes levied by the federal, state, and local governments, exclusive of Federal Income Tax.
14. Premiums of all business insurance, other than those included in direct costs to clients.
15. Office supplies.
16. Rent, heat, power, light and janitorial services.
17. Licenses and dues in technical and professional organizations.
18. Maintenance and repair of office equipment.
19. Rentals of equipment not included in Other Direct Costs.
20. Cost of meetings and conferences.

21. Library expenses, including technical books, magazines, journals and supplies in connection with education and training.
22. Cost of duplicating records not included in Other Direct Costs.
23. Relocation costs for employees.
24. Depreciation and amortization.
25. Recruiting expense, including advertising agency fees and travel and subsistence incidental thereto.
26. Life insurance premiums in lieu of additional compensation for key employees and principals, provided the beneficiary is the employee's estate or relative and is not the A-E or another key employee or principal of the A-E.

These costs shall **not** include costs such as:

1. uncollectible charges,
2. advertising,
3. amusement,
4. entertainment,
5. contributions,
6. donations, and
7. similar expenses.

D. Other Direct Costs shall be actual and reasonable non-salary costs incurred specifically in fulfilling the terms of this Agreement, such as:

1. Special equipment and materials required for and used solely in the fulfillment of the Agreement, if authorized in writing in advance by RMTD/CITY. The A-E shall deliver all such equipment and materials to CITY upon completion of the work.
2. Special insurance, if requested in writing by RMTD/CITY for the Project.
3. Delivery services, including postage, airfreight, and couriers. Reimbursement shall be made only for the least cost method of achieving the required results even if the A-E used a more expensive method.
4. Reproductions of items for this project, including drawings, specifications, photographs, prints, and offset work.
5. Rental charges for equipment owned by the A-E at the established rates of the A-E, less any portion of those charges included in the General and Administrative Expense or elsewhere in the billing.

E. Travel expenses may include commercial travel costs, including automotive equipment rentals, fuel, maintenance, tolls, mileage, food and lodging, or per diem paid by the A-E for personal expenses of employees of the A-E in accordance with the normal policy of the A-E, but excluding such costs outside Illinois unless specifically authorized in writing in advance by RMTD/CITY.

F. Subcontracts may include outside professional services and laboratory charges, including those for surveys, photography, soil investigations and tests, and other charges for engineers, surveyors, lawyers, model makers, architects, computer consultants or outsourcing firms, and other specialists. These charges must be authorized in advance by RMTD/CITY to be reimbursable.

SCHEDULE OF FEES AND EXPENSES
(FAA4400-1)

Phase _____ (one form each for phases 1-5) _____ (name) _____

Job Function Description	Labor Hours	Labor Rate	Job Cost
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<u>A. Direct Labor</u>			
(sample job functions)			
Principal	_____	_____	_____
Project Architect	_____	_____	_____
Architect	_____	_____	_____
Architectural Draftsman	_____	_____	_____
Chief Engineer	_____	_____	_____
Structural Engineer	_____	_____	_____
Mechanical Engineer	_____	_____	_____
Electrical Engineer	_____	_____	_____
Engineering Draftsman	_____	_____	_____
Clerical Staff	_____	_____	_____
DIRECT LABOR SUB-TOTALS	_____	_____	_____

	See Form FAA4400-2 for Breakdown	D. L. Cost Sub-Total (Section A)
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<u>B. Salary Burden</u>	_____ %	x	_____	=	_____
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<u>C. General and Administrative Expense</u>	_____ %	x	_____	=	_____
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<u>D. Other Direct Costs</u>			
(sample costs)			
Printing	_____		
Postage	_____		
OTHER DIRECT COSTS SUB-TOTAL			_____

Sub-Totals of
Sections
A + B + C + D

<u>E. Fixed Fee</u>	_____ %	x	_____	=	_____
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<u>F. Travel</u>					
(sample travel)					
Automotive	_____ miles	x	_____ \$/mile	=	_____
Commercial					_____
Other					_____
TRAVEL SUB-TOTAL					_____

<u>G. Subcontracts</u>					
(sample subcontracts)					
Structural Engineering			_____		
Acoustic Consultant			_____		
SUBCONTRACTS SUB-TOTAL					_____

<u>GRAND TOTAL</u>	(Sub-Totals of Sections A +B + C + D + E + F + G)				_____
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SALARY BURDEN AND OVERHEAD
(FAA4400-2)

Phase 1 through 5

_____ (name) _____

<u>B. Salary Burden</u>	<u>% of Direct</u>
(sample burdens)	<u>Labor Cost</u>
FICA (Social Security)	_____ %
FICA (Medicare)	_____ %
Federal Unemployment	_____ %
State Unemployment	_____ %
Pension	_____ %
Worker's Compensation	_____ %
Group Insurance	_____ %
Paid Holidays, Vacation, Sick Leave	_____ %
Bonuses, Incentive or Deferred Compensation	_____ %
TOTAL BURDEN	_____ %

Has this burden rate been audited by a government agency? Yes ___ No ___

If "Yes", What Agency: Name: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____

<u>C. General and Administrative Expense</u>	<u>% of Direct</u>
(sample overhead)	<u>Labor Cost</u>
Taxes (Excluding Federal Income Tax)	_____ %
Insurance: Business, Property, Liability (Excluding Key-Man Insurance)	_____ %
Depreciation and Amortization	_____ %
Unassignable Administration: Human Resources, Accounting, Marketing, General Office Staff	_____ %
Office Supplies	_____ %
Equipment Costs	_____ %
Professional Services (i.e. Legal, Audit, etc.)	_____ %
Utilities	_____ %
Property and Equipment Maintenance	_____ %
Facility Rental	_____ %
Fees, Dues, Licenses, Publications	_____ %
Interest	_____ %
Miscellaneous Expenses	_____ %
TOTAL GENERAL and ADMINISTRATIVE EXPENSE	_____ %

Has this overhead rate been audited by a government agency? Yes ___ No ___

If "Yes", What Agency: Name: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____

Section 4 — Time of Performance

All work required in Section 1, Phases 1, 2, and 3 of this Agreement including IDOT concurrences, shall be completed in accordance with the requirements of this Agreement by March 1, 2013. Should the A-E fail to attain this performance requirement, the A-E shall be responsible for the costs and/or work associated with the renewal of any expired special use or other expired permits required for this project. All such costs shall be paid by the A-E and all such work shall be performed by the A-E at no additional cost to RMTD/CITY. The A-E shall provide all services required by this Agreement in an expeditious and professional manner that is consistent with the orderly progress of the work.

Section 5 — Staffing

Within five working days after the execution of this Agreement, the A-E agrees to submit to RMTD/CITY a list of personnel that the A-E proposes to use in fulfilling the requirements of this Agreement. The A-E represents that all personnel required in performing the services under this Agreement are currently employed or shall be employed in a timely fashion so as to not adversely affect the project schedule. All the services required hereunder shall be performed by the A-E or by subcontractors directly under the supervision of the A-E. The A-E shall be responsible for verifying that all personnel performing services on this project are qualified and authorized under state and local law to perform such services.

Section 6 — Cooperation with Other Consultants

The A-E agrees to cooperate with any other consultant retained by RMTD/CITY.

Section 7 — Submittal Formats

All drawings created for this project are to be computer-generated drawings in the *.dwg format that shall be provided to CITY on paper and in one or more electronic formats, including *.PDF and *.dwg, that are acceptable to RMTD/CITY. Other electronic drawings formats that require significant reworking of the drawings or specialized software will be provided by the A-E only after the additional costs to the A-E have been approved by RMTD/CITY. The layering utilized on the drawings shall conform to the standards endorsed by the American Institute of Architects. In addition to all drawings specified above in this Section 7, the A-E shall provide CITY at no additional cost to RMTD/CITY a set of the primary drawings in the "smart drawing" format to permit component records to be kept using a graphic interface methodology. Before any work begins on such drawings, the structure of that data shall be recommended by the A-E and approved by RMTD/CITY. All specifications and other written construction contract documents shall be generated in the *.doc format that shall also be provided to CITY on paper and in one or more electronic formats, including *.PDF and *.doc, that are acceptable to RMTD/CITY. Any other format desired by the A-E must be approved by RMTD/CITY before being generated by the A-E.

Section 8 — Project Manager

The Project Manager, designated by RMTD/CITY, shall be the liaison between the A-E and RMTD/CITY. All communication between the A-E and RMTD/CITY shall be under the control of the Project Manager. The Project Manager shall have the right to request and receive a prompt written response to any and all questions arising during the term of this Agreement. The services provided by the A-E shall be subject to the review and direction of RMTD/CITY through the Project Manager. **Under a separate RFQ**, RMTD/CITY retains the right to obtain the services of a consultant that will report to and assist the Project Manager in the various review, documentation, and observation tasks that will be required for this project.

Section 9 — Non-Performance Delay of the A-E

The A-E shall be liable to RMTD/CITY for reasonable expenses incurred by RMTD/CITY, including court costs, as the result of non-performance or delay by the A-E in the performance of the services required by the terms of this Agreement. Such liability shall be limited to the extent of the non-performance or delay

not caused by persons or events beyond the control of the A-E. In order for the A-E to complete all services within the time scheduled herein, the A-E, without additional compensation, may be required to increase the number of shifts, the overtime operations, the weekly days of work, or perform any combination of said remedies.

Section 10 — Liability of the A-E for Errors and Omissions

The A-E shall promptly, upon notice or discovery, make necessary revisions or corrections of errors or omissions in the drawings and specifications for this project without additional compensation. Acceptance of the drawings and specifications by RMTD/CITY shall not relieve the A-E of the responsibility for subsequent corrections of errors or omissions in those drawings and specifications. The A-E shall also be liable to RMTD/CITY for the cost of corrective work and repairs and replacement of work required as a result of errors or omissions by the A-E, but only to the extent that such costs exceed the cost that RMTD/CITY would have incurred had bids been received upon the drawings and specifications prepared without such errors or omissions. Notwithstanding the above provisions, it shall be the duty of RMTD/CITY to make a reasonable effort to mitigate damages attributable to the A-E and accruing to RMTD/CITY.

Section 11 — Legal Responsibility

The A-E shall perform all services in conformity with the standards of reasonable care and skill expected of a firm practicing in the architectural and engineering professions. The A-E shall be responsible to RMTD/CITY for the work produced by consultants or persons retained by the A-E, but the A-E shall not be responsible for the consultants or persons retained or employed directly by RMTD/CITY or others. RMTD/CITY's right to review the work of the A-E, as hereinafter provided, shall not be construed as relieving the A-E from the professional and legal responsibility consistent with the services required under this Agreement. The A-E shall perform the services required by this Agreement in compliance with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations and shall obtain any permits that may be required in connection with said services. The A-E shall verify that each subcontractor or anyone acting on behalf of the A-E in any tier of subcontract to this Agreement shall perform to those same standards.

Section 12 — Insurance Coverage

Upon execution of the Agreement, and prior to the A-E commencing any Work or services with regard to the Project, the A-E shall carry commercial general liability insurance and the A-E shall provide CITY and RMTD with a Certificate of Insurance that names CITY, RMTD, IDOT, and the FTA as Additional Insureds thereunder. Coverage provided to CITY and RMTD as an additional insured shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to CITY and RMTD. The coverage available to CITY and RMTD, as Additional Insureds, shall not be less than:

- A. \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Each Occurrence, \$2,000,000 General Aggregate. Coverage must include personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). All coverage shall be placed with an insurance company legally permitted to provide coverage in the State of Illinois. All A-E insurance carriers must maintain an A.M. Best rating of "A" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation. The insurance coverage shall be of sufficient type, scope, and duration to ensure coverage for RMTD/CITY for liability related to any manifestation date within the applicable statutes of limitation and/or repose that pertain to any work performed by or on behalf of RMTD/CITY in relation to the Project.
- B. Each Certificate of Insurance shall provide that the insurer must give CITY and RMTD at least 30 days' prior written notice of cancellation and termination of CITY's and/or RMTD's coverage

thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the A-E shall supply CITY and RMTD with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of CITY and RMTD as set forth above.

- C. Additionally, and prior to commencement of the Work, the A-E shall provide CITY and RMTD with a Certificate of Insurance showing liability insurance coverage for the A-E and any employees, agents, or Subcontractors of the A-E for any Workers' Compensation, Employer's Liability, Automobile Liability, Umbrella/Excess Liability, and Professional Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to CITY and RMTD. Coverages shall be no less than the following:
1. Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.
 2. Business Auto Liability Insurance: Written in the amount of not less than a \$1,000,000 combined single limit.
 3. Umbrella/Excess Liability Insurance: Coverage that supplements all of the above liability coverages, including the General Liability coverages in Paragraph A of this section, must have a \$5,000,000 minimum per occurrence and annual aggregate limit of liability.
 4. Professional Liability Insurance: Policies covering the A-E and each subcontractor of the A-E with not less than a \$3,000,000 minimum per occurrence and annual aggregate limit of liability.
- D. RMTD/CITY shall waive all subrogation rights of RMTD/CITY's insurance carriers that such carriers might have against the A-E and against the contractors, consultants, agents, and employees of the A-E for damages covered by any insurance. RMTD/CITY shall require functionally equivalent waivers from the contractors, consultants, and agents of RMTD/CITY with respect to RMTD/CITY and the A-E.
- E. The A-E shall waive all subrogation rights of the A-E's insurance carriers that such carriers might have against RMTD/CITY and against the contractors, consultants, agents, and employees of RMTD/CITY for damages covered by any insurance. The A-E shall require functionally equivalent waivers from the contractors, consultants, and agents of the A-E with respect to RMTD/CITY and the A-E.

Section 13 — Ownership and Use of Documents

- A. The plans, drawings, specifications, reports, information, data, renderings, models, and all such other documents to be prepared and furnished by the A-E pursuant to this Agreement shall be the sole property of RMTD/CITY.
- B. Such documents, or any portion thereof, produced in whole or in part under this Agreement, shall not be subject to any application for copyright by or on the behalf of the A-E or any person or firm performing the work of the A-E for this Agreement.
- C. The A-E shall be permitted to retain copies, including reproducible and electronic copies, of such documents for information and reference.
- D. The A-E agrees that such documents shall not be made available to any individual or organization, with the exception of IDOT or FTA, without the prior written approval of RMTD/CITY.
- E. Submission or distribution to meet official regulatory requirements or for similar purposes in connection with carrying out of the work of this project is not to be construed as publication in derogation of RMTD/CITY's rights.

- F. RMTD/CITY shall indemnify and hold harmless the A-E against any and all liabilities and costs that might occur if RMTD/CITY uses any documents for any purposes other than for the specific project as identified in this Agreement.

Section 14 — Interpretation of Agreement

RMTD/CITY shall determine the adequacy of the performance of the A-E relative to the respective obligations and responsibilities of the A-E as defined by this Agreement. The A-E shall proceed diligently with the performance of this Agreement and in accordance with RMTD/CITY's decisions whether or not the A-E has an active claim pending. Continuation of the work shall not be construed as a waiver of any rights accruing to the A-E.

Section 15 — Changes in Scope

- A. Should a change or changes to this Agreement be desired or needed to the extent that the services to be performed by the A-E are substantially altered, then RMTD/CITY and the A-E shall negotiate an equitable adjustment in the compensation of the A-E. Said change or changes, if substantial, may require re-bidding in accordance with the IDOT and FTA procedures. No change to this agreement shall be made without the written pre-approval* of RMTD/CITY, the A-E, and IDOT. (* "Pre-approval" means that requests for compensation for any work performed before receiving the written approval RMTD/CITY shall be rejected by RMTD/CITY and IDOT.)
- B. Should said changes require a reduction in the work of the A-E, then RMTD/CITY may issue a verbal reduction request to be followed within five working days by a written request for a reduction in services by the A-E. Immediately upon the receipt of a verbal or written request for reduction of services, the A-E shall reduce all A-E work effected by the request to the level requested. After receipt of such a request, the A-E shall not incur any new obligations related to those areas that are the subject of said request without the written approval of RMTD/CITY. The A-E shall also cancel as many outstanding obligations effected by the request as possible. RMTD/CITY will evaluate each non-cancelable obligation to determine if that obligation should be included as an eligible reimbursable expense. No damages of any nature shall be claimed against RMTD/CITY for exercising the right to reduce the scope of the work of the A-E.

Section 16 — Independence of the A-E

The A-E shall have the relationship of an independent contractor to RMTD/CITY. In no event shall the A-E or any employees, agents, or subcontractors of the A-E be considered agents or employees of CITY, RMTD, IDOT, the State of Illinois, FTA, or USDOT. Furthermore, the A-E agrees that no employees, agents, or subcontractors of the A-E shall hold themselves out as, or claim to be, agents, officers or employees of CITY, RMTD, IDOT, the State of Illinois, FTA, or USDOT and will not by reason of any relationship with CITY, RMTD, IDOT, the State of Illinois, FTA, or USDOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of CITY, RMTD, IDOT, the State of Illinois, FTA, or USDOT, including but not limited to, rights and privileges concerning Workers' Compensation benefits, social security coverage, or retirement membership or credit.

Section 17 — Application of Statute of Limitations

As to all acts or failures to act by RMTD/CITY or the A-E, any applicable statute of limitations shall commence to run and alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final payment for this work.

Section 18 — Notices

All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

To RMTD/CITY:

Patrick M. Zuroske, Capital Program Manager
City of Rockford
425 East State Street
Rockford, IL 61104

(815) 967-6732

To the A-E:

Section 19 — Contract Amendment

RMTD/CITY and the A-E agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by RMTD/CITY and the A-E, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any Amendment to this Agreement or any Attachment hereto unless and until such amendment has been executed and made a part of this Agreement.

IN WITNESS WHEREOF, RMTD/CITY and the A-E have executed this Agreement as of this ____ day of _____, 2012.

Rockford Mass Transit District of Rockford, Illinois

By: _____

Title: _____

City of Rockford, Illinois

By: _____

Title: _____

(A-E): _____

By: _____

Title: _____

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

PROPOSER/BIDDER BUSINESS INFORMATION

Proposer/Bidder Name: _____

Proposer/Bidder Address: _____

Proposer/Bidder City, State, Zip Code: _____

Proposer/Bidder Phone #: _____

Proposer/Bidder Fax #: _____

Proposer/Bidder E-Mail Address: _____

Proposer/Bidder Business Structure: _____
(Sole Proprietor, Partnership, Corporation, etc.)

Is the Proposer/Bidder IL-UCP certified as a Disadvantaged Business Enterprise (DBE)? Yes___ No___

If yes, please attach a copy of one of the following documents: 8a certification,
SDB certification, or
certification of a DOT recipient

If no, does the Proposer/Bidder's business have any ownership by an individual who is racially a
minority or is a female or is otherwise qualified as a disadvantaged business enterprise?
Yes ___ No ___ Unsure ___

If yes or you are unsure, please contact RMTD to receive a copy of our DBE program and an
application for DBE certification.

Proposer/Bidder Certification

I hereby certify that the information provided on this form is true and accurate and that I am the person responsible within my firm for regulatory compliance. I further certify that the above named proposer/bidder shall comply with the letter and intent of Section 1.2.28 (Disadvantaged Business Enterprise) of this contract. I also certify that the above named proposer/bidder shall provide certificates of insurance for both General Liability and Errors and Omissions on or before the time set for executing the contract for this work.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

NON-COLLUSION CERTIFICATION

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal/bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer/bidder or potential proposer/bidder.
2. Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer/bidder or potential proposer/bidder on this project, and will not be so disclosed prior to proposal/bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing/bidding on this project, or to submit a proposal/bid higher than the proposal/bid of this firm, or any intentionally high or non-competitive proposal/bid or other form or complementary proposal/bid.
4. This proposal/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal/bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing/bidding or to submit a complementary proposal/bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal/bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal/bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

ANTI-LOBBYING CERTIFICATION

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

- Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.
Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.
Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.
American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening. Failure to obtain a State of Illinois Pre-Qualification Number will not automatically disqualify an A-E.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5 COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer as a part of our hiring process throughout the term of this agreement.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

STATEMENT OF NONCOMPLIANCE

If the CITY equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Disadvantaged Business Enterprise IL UCP-Certified? Yes No

If response is "Yes", define work type performed for RFQ: _____

If response is "Yes", percent of all contract work performed for RFQ: _____% (Provided by Prime A-E)

Small Business Enterprise SBA-Certified? Yes No

Minority Business Enterprise City-Certified? Yes No

Women Business Enterprise City Certified? Yes No

None

(Revised 06/18/12 for RFQ-12-01)

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

DBE Participation Statement

Form 2025

Prime Contractor:		Bid Date:	
Job Location:	Street	City	County
Job Description:			

1. Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

2. Work

Item	Description of Work	Quantity	Unit Price	Total
Total				

3. Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount below.

4. Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from **the Rockford Mass Transit District and the City of Rockford** and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to **the Rockford Mass Transit District and the City of Rockford**.

Prime Contractor Signature

Title

Date

Contact Person

Phone

Firm Name

Address

DBE Firm Signature

Title

Date

Contact Person

Phone

Firm Name

Address

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

DBE Utilization Plan

Form 2026

1. Policy

It is public policy that disadvantageded businesses as defined in [49 CFR Part 26](#) and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds.

Consequently, the requirements of 49 CFR Part 26 apply to this contract.

2. Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

3. Project and Bid Identification

Complete the following information concerning the project bid.

Prime Contractor:		Bid Due Date:	
Job Location:		Street	City
Job Description:		County	
Total Bid Amount:	\$	DBE Goal:	Percentage Dollar Amount
			__ . __ % \$

4. Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if joint venture), hereby assure the Rockford Mass Transit District and the City of Rockford that on this project, my company: (check one)

- Meets or exceeds DBE award goals and has provided documented participation as follows:
 - Disadvantaged Business Participation at 0%
 - Attached is the signed participation statement (Form 2025), required by the Special Provision evidencing availability and use of each business participating in the plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet DBE award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:
 - Disadvantaged Business Participation at 0%
 - The DBE goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort.
 - Attached is the signed participation statement (Form 2025), required by the Special Provision evidencing availability and use of each business participating in the plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company	By
Date	Title

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

Evidence of Good Faith Efforts Checklist

Form 10c

Complete this Form 10c and attach all relative good faith effort documentation only if the Bidder cannot meet the DBE goal noted in these project documents. Include a cover letter describing the processes undertaken to try to achieve the DBE goal for this work and describe, if known, why the DBE goal was not met. Mark below all good faith efforts utilized by the Bidder. Please be aware that this form and the attachments will be utilized as a basis for determining the sufficiency of the good faith efforts.

Additionally, by signing this Form 10c, the Bidder is acknowledging that the Bidder has read and understands Sections 1.1.38 and 1.2.28 of the Contract Terms for this Request/Invitation for Proposals/Bids.

- The proposal/bid submitted **can** meet the DBE goal noted in this IFB/RFP/RFQ. (Skip to the Execution Section below.)
- The proposal/bid submitted **cannot** meet the DBE goal noted in this IFB/RFP/RFQ. (Continue by marking all good faith efforts utilized below.)

Mark with an "X" all good faith efforts utilized for this proposal/bid.

- Copies of facsimile/e-mail solicitations to subcontractor for work on this project.
- A listing of DBE quotes received and compared to the non-DBE quotes.
- A phone log, with dates, of followup calls made to DBE subcontractors after initial request was made.
- A list of subcontractors for this project and evidence of follow up contact from the IDOT Contractor's Market Place.
- Copies of letters sent to minority and women community groups requesting assistance in obtaining DBE participation.
- Evidence of any contract, assistance, or follow up made with the IDOT District EEO Labor Compliance Officer. (If applicable and/or trying to become DBE certified.)
- Evidence of any contract, assistance, or follow up made with the IDOT Supportive Services Consultant. (If applicable and/or trying to become DBE certified.)
- Evidence of any contract, assistance, or follow up made to the Bureau of Small Business Enterprises. (If applicable and/or trying to become DBE certified.)

Bidder/Company Name

Signature

Date

Print Name and Title

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 06/30/2007

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. **Firm Name, Address, and Role in This Contract.** Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. **Name.** Self-explanatory.

13. **Role in This Contract.** Self-explanatory.

14. **Years Experience.** Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. **Firm Name and Location.** Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contract Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. **Names of Key Personnel and Role in This Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. **Example Projects Listed in Section F.** In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. **Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. and 32. **Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. **Name and Title.** Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL
(From Section E, Block 12)

27. ROLE IN THIS CONTRACT
(From Section E, Block 13)

28. EXAMPLE PROJECTS LISTED IN SECTION F
Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge,	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.
- 2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.
3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.
5. Ownership.
 - a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
 - b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.
- 6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.
7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.
- 8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.
9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).
10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.
11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.
12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	D01	Dams (<i>Concrete; Arch</i>)
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	D02	Dams (<i>Earth; Rock</i>); Dikes; Levees
A03	Agricultural Development; Grain Storage; Farm Mechanization	D03	Desalinization (<i>Process and Facilities</i>)
A04	Air Pollution Control	D04	Design-Build - Preparation of Requests for Proposals
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	D05	Digital Elevation and Terrain Model Development
A06	Airports; Terminals and Hangars; Freight Handling	D06	Digital Orthophotography
A07	Arctic Facilities	D07	Dining Halls; Clubs; Restaurants
A08	Animal Facilities	D08	Dredging Studies and Design
A09	Anti-Terrorism/Force Protection	E01	Ecological and Archeological Investigations
A10	Asbestos Abatement	E02	Educational Facilities; Classrooms
A11	Auditoriums and Theaters	E03	Electrical Studies and Design
A12	Automation; Controls; Instrumentation	E04	Electronics
B01	Barracks; Dormitories	E05	Elevators; Escalators; People-Movers
B02	Bridges	E06	Embassies and Chanceries
C01	Cartography	E07	Energy Conservation; New Energy Sources
C02	Cemeteries (<i>Planning and Relocation</i>)	E08	Engineering Economics
C03	Charting; Nautical and Aeronautical	E09	Environmental Impact Studies, Assessments or Statements
C04	Chemical Processing and Storage	E10	Environmental and natural Resource Mapping
C05	Child Care/Development Facilities	E11	Environmental Planning
C06	Churches; Chapels	E12	Environmental Remediation
C07	Coastal Engineering	E13	Environmental Testing and Analysis
C08	Codes; Standards; Ordinances	F01	Fallout Shelters; Blast-Resistant Design
C09	Cold Storage; Refrigeration and Fast Freeze	F02	Field Houses; Gyms; Stadiums
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	F03	Fire Protection
C11	Community Facilities	F04	Fisheries; Fish Ladders
C12	Communications Systems; TV; Microwave	F05	Forensic Engineering
C13	Computer Facilities; Computer Service	F06	Forestry and Forest Products
C14	Conservation and Resource Management	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
C15	Construction Management	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C16	Construction Surveying	G03	Geodetic Surveying: Ground and Airborne
C17	Corrosion Control; Cathodic Protection Electrolysis	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities		

Code	Description	Code	Description
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting	M08	Modular systems Design; Pre-Fabricated Structures or Components
G06	Graphic Design	N01	Naval Architecture; Off-Shore Platforms
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	N02	Navigation Structures; Locks
H02	Hazardous Materials Handling and Storage	N03	Nuclear Facilities; Nuclear Shielding
H03	Hazardous, Toxic, Radioactive Waste Remediation	O01	Office Buildings; Industrial Parks
H04	Heating; Ventilating; Air Conditioning	O02	Oceanographic Engineering
H05	Health Systems Planning	O03	Ordnance; Munitions; Special Weapons
H06	High-rise; Air-Rights-Type Buildings	P01	Petroleum Exploration; Refining
H07	Highways; Streets; Airfield Paving; Parking Lots	P02	Petroleum and Fuel (<i>Storage and Distribution</i>)
H08	Historical Preservation	P03	Photogrammetry
H09	Hospital and Medical Facilities	P04	Pipelines (<i>Cross-Country - Liquid and Gas</i>)
H10	Hotels; Motels	P05	Planning (<i>Community, Regional, Areawide and State</i>)
H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)	P06	Planning (<i>Site, Installation and Project</i>)
H12	Hydraulics and Pneumatics	P07	Plumbing and Piping Design
H13	Hydrographic Surveying	P08	Prisons and Correctional Facilities
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio and Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems and Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (<i>Buildings; Structures; Facilities</i>)
L05	Lighting (<i>Interior; Display; Theater, Etc.</i>)	R07	Remote Sensing
L06	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining and Mineralogy	S02	Security Systems; Intruder and Smoke Detection
M07	Missile Facilities (<i>Silos; Fuels; Transport</i>)	S03	Seismic Designs and Studies

Code	Description
S04	Sewage Collection, Treatment and Disposal
S05	Soils and Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling and Facilities
T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
T06	Tunnels and Subways
U01	Unexploded Ordnance Remediation
U02	Urban renewals; Community Development
U03	Utilities (<i>Gas and Steam</i>)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouse and Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*):
2. PUBLIC NOTICE DATE:
3. SOLICITATION OR PROJECT NUMBER:

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE:
5. NAME OF FIRM:
6. TELEPHONE NUMBER:
7. FAX NUMBER:
8. E-MAIL ADDRESS:

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

-
- 9a. PRIME (CHECK HERE):
 - 9a. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9a. SUBCONTRACTOR (CHECK HERE):
 - 9a. FIRM NAME:
 - 9a. IF BRANCH OFFICE CHECK HERE:
 - 10a. ADDRESS
 - 11a. ROLE IN THIS CONTRACT
-
- 9b. PRIME (CHECK HERE):
 - 9b. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9b. SUBCONTRACTOR (CHECK HERE):
 - 9b. FIRM NAME:
 - 9b. IF BRANCH OFFICE CHECK HERE:
 - 10b. ADDRESS
 - 11b. ROLE IN THIS CONTRACT
-

- 9c. PRIME (CHECK HERE):
 - 9c. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9c. SUBCONTRACTOR (CHECK HERE):
 - 9c. FIRM NAME:
 - 9c. IF BRANCH OFFICE CHECK HERE:
 - 10c. ADDRESS
 - 11c. ROLE IN THIS CONTRACT
-

- 9d. PRIME (CHECK HERE):
 - 9d. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9d. SUBCONTRACTOR (CHECK HERE):
 - 9d. FIRM NAME:
 - 9d. IF BRANCH OFFICE CHECK HERE:
 - 10d. ADDRESS
 - 11d. ROLE IN THIS CONTRACT
-

- 9e. PRIME (CHECK HERE):
 - 9e. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9e. SUBCONTRACTOR (CHECK HERE):
 - 9e. FIRM NAME:
 - 9e. IF BRANCH OFFICE CHECK HERE:
 - 10e. ADDRESS
 - 11e. ROLE IN THIS CONTRACT
-

- 9f. PRIME (CHECK HERE):
 - 9f. JOINT-VENTURE PARTNER (CHECK HERE):
 - 9f. SUBCONTRACTOR (CHECK HERE):
 - 9f. FIRM NAME:
 - 9f. IF BRANCH OFFICE CHECK HERE:
 - 10f. ADDRESS
 - 11f. ROLE IN THIS CONTRACT
-

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached; check here)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME:

13. ROLE IN THIS CONTRACT:

14a. YEARS EXPERIENCE - TOTAL:

14b. YEARS EXPERIENCE - WITH CURRENT FIRM:

15. FIRM NAME AND LOCATION *(City and State)*:

16. EDUCATION *(DEGREE AND SPECIALIZATION)*:

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*:

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

- D. EXAMPLE PROJECT KEY NUMBER:
- E. TITLE AND LOCATION *(City and State)*:
- F. YEAR COMPLETED - PROFESSIONAL SERVICES:
- G. YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:
-

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE OF AUTHORIZED REPRESENTATIVE:
32. DATE SIGNED:
33. NAME AND TITLE OF SIGNER:

ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER *(If any):*
- 2a. FIRM (OR BRANCH OFFICE) NAME:
- 2b. FIRM (OR BRANCH OFFICE) STREET:
- 2c. FIRM (OR BRANCH OFFICE) CITY:
- 2d. FIRM (OR BRANCH OFFICE) STATE:
- 2e. FIRM (OR BRANCH OFFICE) ZIP CODE:
3. YEAR ESTABLISHED:
4. DUNS NUMBER:
- 5a. OWNERSHIP - TYPE:
- 5b. OWNERSHIP - SMALL BUSINESS STATUS:
- 6a. POINT OF CONTACT NAME AND TITLE:
- 6b. POINT OF CONTACT TELEPHONE NUMBER:
- 6c. POINT OF CONTACT E-MAIL ADDRESS:
7. NAME OF FIRM *(If block 2a is a branch office):*

8a. FORMER FIRM NAME(S) <i>(If any)</i>	8b. YR. ESTABLISHED	8c. DUNS NUMBER

NOTE: THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL/BID.

PROPOSER/BIDDER SUBMITTAL INFORMATION

Key Agreement Clauses

While the undersigned is responsible for every part of this RFQ and for all aspects of the included Agreement, RMTD wishes to point out two of the sections of RFQ-12-01 that are not common in public sector agreements. Mark the box to certify that the statement is correct.

- The undersigned firm has read and fully understands Part B of Section 2 — Method of Payment and Maximum Compensation of the Agreement.
- The undersigned firm has read and fully understands Part A of Section 15 — Changes in Scope of the Agreement.

Submittal Certification

I hereby certify that the following documents have been included in this submittal with this page:

Proposer/Bidder Business Information	_____ Yes, this form is included in this submittal
Non-Collusion Certification	_____ Yes, this form is included in this submittal
Anti-Lobbying Certification	_____ Yes, this form is included in this submittal
Bid Reqmts. for Equal Employment Opportunity	_____ Yes, this form is included in this submittal
Standard Form 330	_____ Yes, this form is included in this submittal

I further certify that the following amendments have been received:

Amendment No. One	_____ Yes, this amendment was received
Amendment No. Two	_____ Yes, this amendment was received
Amendment No. Three	_____ Yes, this amendment was received
Amendment No. Four	_____ Yes, this amendment was received

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____