INVITATION FOR BIDS
- TRANSIT BUS BARN VENTILATION -
CITY OF DECATUR, ILLINOIS

1.0 TERMS AND CONDITIONS

1.1 SCOPE OF WORK AND SPECIFICATIONS

Bids are hereby requested for removing and replacing three (3) ventilation units mounted on the roof of the Decatur Public Transit System's bus storage building (the "bus barn"). All bidders are advised to visit the site to verify all relevant details and dimensions before submitting a bid. This project includes:

- Removing and replacing three (3) existing roof mounted exhaust/ventilation fans with direct drive upblast centrifugal type blowers, equal to or better than Greenheck model CUE-200-C. [¾ HP motor; 860 RPM fan speed; 4,837 CFM & 15.7 Sones at 0.0" SP; and 4,346 CFM & 14.6 Sones at 0.25" SP.]

- Removing and replacing three (3) existing roof mounted backdraft exhaust dampers. The dampers must have heavy duty, galvanized steel and/or stainless steel and/or aluminum frames and blades. The dampers must be designed to withstand the maximum airflow rating of the exhaust/ventilation fans.

- Both the exhaust/ventilation fans and dampers must be fitted to the existing roof openings. If the existing roof curbs are not sized or designed correctly for the ventilation units, the contractor shall rebuild or replace the curbs as required. The curbs and ventilation units shall meet the current building codes and regulations. The curbs, ventilation units and roof shall be sealed to guarantee that the equipment and roof do not leak.

This project is governed by all applicable federal procurement regulations. Prevailing wage rates are required for this project. Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations. All work must comply with the City of Decatur building codes.

Any contract resulting from this invitation for bids is subject to financial assistance contracts between the City of Decatur and the U.S. Department of Transportation, Federal Transit Administration. This project will be funded through an American Recovery and Reinvestment Act grant.

1.2 REQUIREMENTS FOR SUBMITTING BIDS

Sealed bids will be received until **4:00 p.m. (Central Time) on February 26, 2010**, at the office of the City Purchasing Division, #1 Gary K. Anderson Plaza, Decatur, IL, 62523. Bids must be submitted in a sealed envelope with the originals of all the required

certifications and affidavits. The sealed envelope must be clearly marked as "**Bid for Transit Bus Barn Ventilation**".

The City shall in no way be responsible for delays in the delivery of the mail or delays caused by some other occurrence. Bids will be opened in public at 4:15 p.m. in the office of the Mass Transit Administrator and read to those in attendance.

1.3 CONTACT

PROCURING AGENCY:	Decatur Public Transit System City of Decatur, Illinois
ADDRESS:	555 E. Wood Street Decatur, IL 62523
CONTACT:	Paul McChancy, Mass Transit Administrator Phone: (217) 424-2820 FAX: (217) 424-2818 E-mail: PMcChancy@decaturil.gov

1.4 POSTPONEMENT AND AMENDMENT

The City reserves the right to postpone the deadline for receiving bids and to revise or amend the specifications up to the deadline. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders. If the revisions and amendments require changes in quantities or prices bid, or both, the deadline for submitting bids may be postponed by such number of days as in the opinion of the City shall enable bidders to revise their bids. In any case, the deadline for submitting bids shall be at least five (5) working days after the last addendum, and all addenda shall include an announcement of the new deadline, if applicable.

1.5 WITHDRAWAL AND MODIFICATION

Prior to the deadline for submitting bids, any bid may be modified or withdrawn by the bidder. After that deadline, bids may not be withdrawn or changed for a period of ninety days. Unless an extension is agreed to by both parties, bids shall be considered to be void ninety (90) calendar days after the deadline for submitting bids.

1.6 PREPARATION OF BIDS

A. Each bidder shall furnish the information required by the solicitation. Bidders shall sign and submit all forms, certifications and affidavits. Erasures or other changes of entries must be initialed by the authorized signee.

B. The price for each item offered shall be shown on the bid submission provided in Attachment B and such price shall include purchase, delivery, installation and all other

associated costs. Bids for materials or services other than those specified will not be considered.

C. Bidders must state a definite time for completion, as the number of days from the notice to proceed (begin work) until final completion of the project. The selected firm will be required to complete the project within the time specified in the bid.

1.7 REQUIRED BID CONTENTS AND FORMAT

Each bid must include the required contents and follow the format outlined below. The forms supplied, or the same format, shall be used to provide a uniform response to the information requested. Bids that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each of the following items must be included.

Cover Letter - A cover letter, on company letterhead, must be signed by an individual authorized to commit the firm's resources to the project, and to execute legal documents for the company.

Attachment A: Proposal - The firm must submit a list of work and materials for the project showing in appropriate detail the type of construction, type of materials, and dimensions.

Attachment B: Bid Form - The bid shall be a firm, fixed price and shall be recorded on the form provided in Attachment B. The bid form must be signed.

Attachment C: Non-Collusion Disclosure - The bidder must disclose, to the best of his/her knowledge, any employee of the City of Decatur or member of the State legislature, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

1.8 QUALIFICATIONS FOR AWARD

Contract award shall be made to the firm found to have the best bid, based on both the quality of their proposal and on the bid price. See the **BID EVALUATION AND SELECTION PROCESS** below.

The contract will not be awarded to any firm which is not found to be both responsive and responsible. Responsive bids are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the proposal. Bid submissions which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

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

(i) have adequate financial resources, as required during performance of the Agreement, or the ability to obtain sufficient working capital.

(ii) are able to comply with the required or proposed performance schedule, taking into consideration all existing business commitments.
(iii) have a satisfactory record of past performance in similar projects.
(iv) have the necessary organization, facilities, personnel, capability and expertise to perform the tasks expected under this project.
(v) provide evidence satisfactory to the City that the bidder will comply with the DBE requirement contained herein.
(vi) certify that they are not on the U.S. Comptroller General's list of ineligible contractors.
(vii) are otherwise qualified and eligible to receive an award under applicable laws and regulations.

The City shall determine whether or not the evidence submitted is satisfactory. The City will make awards only when such evidence is deemed satisfactory, and reserves the right to reject bids where evidence submitted is determined to be fraudulent, or evaluation and investigation indicates inability of the bidder to perform.

1.9 BID EVALUATION AND SELECTION PROCESS

The evaluation of bids will be conducted by a three-member selection panel composed of the Mass Transit Administrator, the General Manager, and the Maintenance Superintendent of the Transit System. Bids will be evaluated based on both the bid price and how well the proposed work meets the needs of the City.

1. Qualified Bidders - Bids will be reviewed to determine whether the bidders are responsive and responsible. The bid of any firm which is not found to be both responsive and responsible shall be removed from consideration.

2. Bid Comparison - Bids will be ranked by their bid price, using the basic bid price plus the bid price for any "alternates" (if any) selected by the City.

3. Technical Review - Each bid will be analyzed to evaluate how well the proposed work addresses the needs of the City.

4. Recommendation – The ranking of bidders will be the responsibility of the selection panel. The selection panel will recommend that a contract be awarded to the lowest bidder whose bid is determined to meet the needs of the City. The acceptance or rejection of that recommendation will be the responsibility of the Decatur City Council, and the decision of the City Council shall be final.

1.10 REJECTION

The City reserves the right to waive any minor bidding informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders, or to reject, for good and compelling reasons, any and all bids submitted. Conditional bids, or those that have taken exception to the specifications, will be considered non-responsive and will be

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

The City reserves the right to accept any bid or any part or parts thereof or to reject any and all bids submitted. Acceptance of any bid is subject to concurrence by the Federal Transit Administration (FTA).

1.11 SINGLE BID RESPONSE

If only one bid is received in response to this invitation for bids, a detailed cost proposal 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 price is fair and reasonable.

1.12 PAYMENTS

The Contractor shall prepare and submit the final invoice to the City following the completion of the project and the City's acceptance of the work. The City will accept the work as completed only after all construction has been completed, and all of the components have been installed and inspected, and all warranty paper work has been completed and delivered to the City, and clear title and lien waivers (if any) have been delivered to the City. If any item is found to be damaged or defective, the City reserves the right to reject that item and to order that the item be replaced. The City shall make payment no later than 30 days following receipt of the invoice.

1.13 COMMUNICATIONS

Communications in connection with the Contract shall be in writing and shall be delivered personally, or by telex, telegram, facsimile, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the City and of the Contractor designated to receive such communications. Telephone calls and electronic mail may be used to expedite communications, but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent. All communication with the City must be sent to:

Decatur Public Transit System
555 E. Wood Street
Decatur, Illinois 62523

2.0 CONTRACTUAL PROVISIONS

2.1 REQUIRED CLAUSES

This contract includes, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F (revised April 14, 2009), 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 City requests which would cause the City to be in violation of the FTA terms and conditions.

The contractor or subcontractor must insert in any subcontracts the clauses set forth in this document, along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

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

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

2.1.2 Prohibited Interests - No member, or officer, or employee of the City of Decatur 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.

2.1.3 Non-Collusion - The bidder guarantees that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit or cost element of any proposal price.

2.1.4 Equal Employment Opportunity - Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. In connection with this project, the Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability. The Bidder shall take affirmative action to ensure that qualified and approved applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, recruitment advertising, layoff,

transfer, or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The bidder shall also notify any and all suppliers or subcontractors of his obligations under this contract related to this provision.

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:

A. 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 under utilization.

B. 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.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applications will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. 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 the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. 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 the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

F. 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.

G. That it will include verbatim or by reference the provisions of this ITEM 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 the contracting agency 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.

H. The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

2.1.5 Civil Rights - In accordance with Title VI of the Civil Rights Act of 1964, 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.

The following equal employment opportunity requirements apply to this contract:

A. In accordance with Title VII of the Civil Rights Act of 1964, 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., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment. upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition the Contractor agrees to comply with any implementing requirements FTA may issue.

B. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition the Contractor agrees to comply with any implementing requirements FTA may issue.

C. 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.

D. 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.

2.1.6 Disadvantaged Business Enterprise (DBE) - It is the policy of the City to support and encourage participation of Disadvantaged Business Enterprises (DBEs) in the utilization of programs, activities, and contracting opportunities funded in whole or in part by the U.S. Department of Transportation in accordance with the regulations contained in 49 CFR Part 23, as amended. DBEs consist of small business concerns which are at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. The City encourages DBE participation for this project. In the cover letter the bidder should list all firms participating in this project (your firm or any of your proposed sub-contractors) which qualify for DBE status, and the approximate, anticipated percentage of involvement.

2.1.7 Environmental Protection - The Bidder agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (42 USC Section 4321 et seq.) consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," (42 USC Section 4321 note); FTA statutory requirements on environmental matters at 49 USC Section 5324 (b); Council of Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended (40 CFR Part 1500 et seq.); and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," (23 CFR Part 771 and 49 CFR Part 622).

2.1.8 Conservation - Bidder will recognize mandatory standards and policies relating to energy efficiency which are contained the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.)

2.1.9 Preference for Recycled Products - To the extent practicable and economically feasible, the contractor agrees to provide a competitive preference for recycled products to be used in the Project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC 6962.

2.1.10 Contract Work Hours and Safety Standards

A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph A. of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A. of this section.

C. Withholding for unpaid wages and liquidated damages - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B. of this section.

D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

E. Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name,

address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2.2 INDEMNIFICATION

2.2.1 Liabilities Against City - The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of the City and the contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by the City, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the Contract Documents, the use of patent appliances, products or processes or any breach by the contractor of any of its other duties, representations, covenants, or other agreements in the Contract Documents. The contractor will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

2.2.2 Patent Infringement - The City will advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the City based on a claim that any equipment, or any part thereof, furnished under this contact constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the City. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the City the right to continue using said equipment or part, or replace same with non infringing equipment, or modify it so it becomes non infringing.

2.2.3 Use of City's Name in Contractor Advertising or Public Relations - The City reserves the right to review and approve the copy related to the City's purchase prior to publication. The Contractor will not allow the City-related copy to be published in the Contractor's advertisements or public relations programs until after submitting the City-

related copy and receiving prior written approval from the City. The Contractor will agree that published information on the City or its program will be factual and in no way imply that the City endorses the Contractor's firm, service, or product.

2.3 MODIFICATION TO CONTRACT

2.3.1 Contract Changes - Any proposed change in this Contract shall be submitted to the City of Decatur for its prior approval. The City will make any change by a Contract modification. The City may, at any time, by written order and without notice to the sureties, make changes within the general scope of this Contract in one or more of the following:

(a) drawings, designs, or specifications;
(b) method of shipment or packing; and,
(c) place of delivery.

If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this Contract, an equitable adjustment will be made in the Contract price or delivery schedule, or both, and the Contract will be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, if the City decides that the facts justify such action, the Contractor may receive and act upon any such claim asserted at any time prior to final payment under this Contract.

2.3.2 Change Order Procedure

A. *Contractor Changes*: Any proposed change in this Contract shall be submitted to the City for approval.

B. *Written Change Orders*: Oral change orders are not permitted. No change in this Contract shall be made unless the City gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the City.

C. *Change Order Procedure*: Within fifteen (15) days after receipt of the written change order to modify the Contract, the Contractor shall submit to the City a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and City. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

D. *Price Adjustment for Regulatory Changes*: If price adjustment is indicated, either upward or downward, it shall be negotiated between the City and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated

and become effective between the date of bid opening and the date of manufacture. Such price adjustment may be modified where required.

2.4 MANUALS

The Contractor shall provide operator manuals and current maintenance and parts manuals for each of the items being procured by the City. These manuals must reflect the actual items supplied to the City.

2.5 UNAVOIDABLE DELAYS

If the construction of the structure should be unavoidably delayed, through no fault of the Contractor, then the City shall extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by the Contractor or the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss construction days, and could not adequately have been guarded against by contractual or legal means.

2.6 REPAIRS AFTER NON-ACCEPTANCE

The City may require the Contractor, or its designated representative, to perform the repairs after non-acceptance, or the work may be done by the personnel employed by the City with reimbursement by the Contractor. If the City decides to perform the repairs after non-acceptance, the Contractor shall reimburse the City for the cost of labor and parts, if any. Labor shall be charged at a flat rate of $40.00 per hour.

2.7 TITLE

Adequate documents for establishing clear title for the structure and all of its components shall be provided to the City before the structure will be accepted. The Contractor shall warrant that the structure and its components are free and clear of all liens, mortgages and encumbrances, financing statements, claims, and demands of any character. The Contractor shall waive and release any liens or security interests that the Contractor may now or in the future have against the merchandise.

2.8 AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain and retain all books, records, documents and other material which sufficiently and properly reflect all direct and indirect costs related to the performance of this contract, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this contract. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the City, the Federal Transit Administration, its authorized representative(s), or other governmental officials authorized by law to monitor this Agreement.

The Contractor shall permit the authorized representatives of the U.S. Department of Transportation, the Comptroller General of the United States, and the City to inspect and audit all data and records of the Contractor relating to his performance, and his subcontractors, under this contract with which Federal funds are used from the date of the contract through and until the expiration of three (3) years after the completion of the contract. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of a single bid or sole source situations.

2.9 TERMINATION OF CONTRACT

2.9.1 Termination for Convenience - The performance of work under his Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of notice of termination, and except as otherwise directed by the City, the Contractor shall stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent he may require, which approval or ratification shall be final for all purposes of this clause; transfer title to the City and deliver in the manner, at the times, and to the extent, if any directed by the City, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract has been completed, would have been required to be furnished to the City; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above; provided however, that the Contractor shall not under the conditions prescribed by and at a price(s) approved by the City, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the City may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the City may direct, for the protection or preservation of the property

related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 1-8.701 (c), (d), (e), (f), (g), (h), (i), (j), and (k) except that wherever the word **"Government"** appears it shall be deleted and the word **"City"** shall be substituted in place thereof.

2.9.2 Termination for Default - The City may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

If the Contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault and negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the City shall be at the Contract price. The City may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

2.10 PROTESTS AND APPEALS

Any protest or objection to the Conditions and Specifications will be submitted for resolution to the City. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by the City if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to the City no later than seven (7) calendar days prior to the specified bid opening date.

Protests arising after the opening of bids based upon grounds that were known or should have been known must be received by the City within five (5) calendar days after the date of bid opening. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Decatur Transit General Manager or his/her designee, the City Purchasing Agent, and the Legal Counsel for the City. No further appeals will be considered by the City. The bidder may file a protest with FTA provided that the proposal complies fully with the requirements of FTA circular 4220-D.

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Protest Review Board. This Board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Review Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Review Board's decision.

2.11 VENUE AND JURISDICTION

All work done pursuant to any contract resulting from this Invitation for Bid will be controlled and governed by the laws of the State of Illinois and any actions related to this invitation and resulting procurement must be filed in a Federal court in the State of Illinois capable of hearing the case.

2.12 LABELS

The Contractor will not place its name, stencil, stamping, or marking of any type as advertisement on any of the merchandise other than concealed trademarks or trade names normally installed by the Contractor.

2.13 ASSIGNMENT AND/OR SUBCONTRACTING

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

Assignment of any portion of the work by Subcontractor must be approved in advance by the City. The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of the Contractor, or use any materials from the stores of the Contractor, with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City of Decatur for approval prior to submittal to IDOT.

2.14 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor acknowledges that 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 activities in connection with this project. The Contractor certifies and affirms the truthfulness and accuracy of the statements it has made, it makes, it may make, or causes to be made in connection with this project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent deemed appropriate.

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 deemed appropriate.

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.

2.15 COVENANT AGAINST GRATUITIES

If awarded the contract, the Contractor will warrant that they have not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of

the City, with a view toward securing favorable treatment in the award, amendment, or performance evaluation of the contract.

2.16 COMPLIANCE WITH LAWS, PERMITS AND LICENSES

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

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

2.17 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.

2.18 INSURANCE

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability Property Damage, and Vehicle Liability insurance in amounts and on terms satisfactory to the Federal Transit Administration and the City. The Contractor shall carry Builder's Risk insurance, including fire and extended coverage, on 100 percent of the completed value of the insurable portion of construction. Such insurance coverage is required to remain in effect until the construction has been completed and accepted by the City.

2.19 GOVERNMENT INSPECTION

Representatives of the Federal Transit Administration shall have access to the site of construction and shall have the right to inspect all project works.

2.20 PRIME CONTRACTOR PARTICIPATION

The prime contractor shall perform on the site, with his own staff, work equivalent to at least 10 percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction at the work site.

2.21 WARRANTY OF CONSTRUCTION

For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the City.

2.22 CERTIFIED PAYROLLS

The City shall obtain from the Contractor and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the City for compliance with state and federal labor laws, the payroll copy shall be retained at the project site for later review by the authorized representatives of the Federal Transit Administration.

APPENDIX A

Certifications and Affidavits

ATTACHMENT B
BID FORM
- BUS BARN VENTILATION -

TO: City of Decatur, Illinois

The undersigned hereby declares that he/she has carefully read and examined the Invitation for Bids, with all supporting specifications and certificates, for replacing three (3) ventilation units on the roof of the Decatur Public Transit System's bus storage building (the "bus barn"), as specified therein, and that completion of the project shall be made as specified at the fixed price stated below, and in the number of days stated below:

Bid for Bus Barn Ventilation		
Item	**Number of Days for Completion**	**Bid Price**
Replacing three (3) ventilation units on the roof of the Decatur Public Transit System's bus storage building (the "bus barn") in accordance with the terms and conditions set forth in the City's Invitation for Bids.		
Date:		
Company Name:		
Authorized Representative:		
Title:		
Signature:		

ATTACHMENT C
NON-COLLUSION DISCLOSURE

The bidder shall disclose, to the best of his/her knowledge, any employee of the City of Decatur or member of the State legislature, or any relative of any such officer or employee, who is an officer or director of, or has a material interest in, the bidder's business, and who is in a position to influence this procurement.

Name	**Relationships**

Date:
Company Name:
Authorized Representative:
Title:
Signature: