REQUEST FOR PROPOSAL COVER SHEET

Solicitation Number: 422844

Solicitation Description: Mobility on Demand Software as a Service (SaaS)

Solicitation Publication Date: January 8, 2024

Definitions: The terms Bid, Bidder, and Contract used in this cover sheet have the same meaning ascribed to them in the Contract.

Copies of Solicitation: A copy of the solicitation may be downloaded by accessing Pace's website at https://www.pacebus.com/open-solicitations.

Registration: Prior to submitting a Bid to Pace, a Bidder must register or be registered in Pace's iSupplier Portal at https://www.pacebus.com/isupplier-portal.

Communications and Questions Regarding Solicitation: Following Pace's issuance of this solicitation and until Pace's issuance of a fully executed Contract for this solicitation ("solicitation period"), a Bidder and Bidder's subcontractor(s) shall communicate only with Pace's Chief Procurement Officer ("CPO") or the CPO's authorized representative, Evan Roglich, Senior Capital Procurement Buyer, as prescribed in this cover sheet. Any communication by a Bidder or Bidder's subcontractor(s) regarding this solicitation with members of Pace's Board of Directors, staff, consultants, or subconsultants during the solicitation period is prohibited and may result in disqualification of the Bidder and/or the Bidder's subcontractor(s).

Any questions regarding this solicitation must be submitted to Pace via email to questionsandanswers@pacebus.com prior to 2:00 p.m. Central Time on **January 23, 2024**, in order to receive a response from Pace. The solicitation number must be referenced in the subject line of that email.

Pre-Bid Meeting: The pre-Bid meeting is scheduled to take place on **January 18, 2024 at 10:30 a.m. Central Time.** The pre-Bid meeting is scheduled to take place virtually, use the following link to attend:
Click here to join the meeting

Submission Requirements and Bid Deadline: A Bid must consist of:

(1) the Contract signed by the Bidder;

(2) the Bidder's price proposal, which will be an exhibit to the Contract; and

(3) the Bidder's technical proposal, which will be an exhibit to the Contract and must include:

a) A description of the Bidder's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). Include the name, e-mail address, mailing address, telephone number, of the person Pace should contact regarding the response. Detail the number of years the firm has been in business. Briefly describe how long the firm has been providing the services required by this Request for Proposal (RFP). Describe the Bidder's number of employees, client base, and location of office(s).

b) A narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the services required by this RFP.
   i. Background information, qualifications, and responsibilities under the proposed program.
   ii. Proof of any applicable certifications/licenses.

c) Provide a statement of whether the firm intends to use subcontractors to meet the firm's requirements of any contract awarded pursuant to the RFP, and if so, detail:
    i. The name of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each.
    ii. A description of the scope and portions of the service each subcontractor involved in the performance of the services each subcontractor will perform; and
    iii. A statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the firm's response to this RFP.

d) Provide a narrative that illustrates the firm's understanding of the requirements.

e) Describe the strategy, approach, and methodology to implement the proposed solution. The Bidder is required to provide a general description, with screenshots or other visual aids, of the software solution, passenger and driver apps, and how it will meet requirements detailed in the RFP. Included within, bidder should provide:
    i. A brief, descriptive statement detailing the Bidder's overall qualifications and experience in providing demand response software and service. The candidate shall demonstrate that it possesses experience on at least three (3) projects of similar size, scope, and complexity completed in the past five (5) years.
    ii. Describe your firm's understanding of the project goals and provide a clear statement of the general approach to be followed in implementing demand response software, including interoperability and use of open standards and integrations with MaaS platforms. Submittal should propose a comprehensive approach, describing a specific operational model, technology platform, and performance monitoring plan. Contractors may elect to include any innovative methods or concepts that may be beneficial as part of their proposal, however, all RFP requirements must be met.
    iii. Describe the firm's in-place program to provide system support and trainings to drivers and dispatchers/schedulers as per following:
        1. How the Pace staff will be trained to use any dashboard/reporting tools;
        2. The technical support available if Pace staff need assistance while providing service;
        3. The available training tools for Application/Software training to train drivers and dispatchers/schedulers.
    iv. Bidder shall explain the method to protect and secure all confidential information in transit (collected, copied and moved) and at rest (stored on the physical servers), including during any electronic data transmission or electronic or physical media transfer.

f) Provide a reference from at least three (3) current or former business clients not including current Pace staff who can address the Bidder's specific capabilities as they relate to the requirements of this RFP, including the references names, addresses, telephone numbers, fax numbers, e-mail address, and contact persons. References should provide the nature of business and the timeframe of when the services were performed.

g) Project Implementation timeline and training program identifying the transition over a 3-month period.

h) Note if you have experience working with Mobility as a Service (MaaS) platforms, including Transit app.

The Bidder must submit its Bid to Pace via email to bids@pacebus.com no later than February 6, 2024 at 2:00 p.m. Central Time ("deadline"). That email must include the Contract signed by the Bidder, the Bidder's price proposal, and the Bidder's technical proposal as separate attachments or as separate files in a zip folder attachment. A Bid submitted after the deadline, or any extension thereof by Pace, will not be considered, except Pace may consider a late Bid in the event it is the only Bid received in connection with this solicitation.

Pace will not be liable to the Bidder for any costs, expenses, or losses that the Bidder incurs in connection with the solicitation process, including responding to the solicitation and preparing its Bid. Pace will not return any Bid submitted in connection with this solicitation.

Bid Evaluation Criteria: Pace will evaluate each Bid based on the following criteria, which are listed in descending order of importance:

1. Bidder's proposed system capabilities and the ability to satisfy the requirements noted in the Request for Proposal including, but not limited to, the following (in no particular order or rank):
    a. Software reliability, scalability, and use of open standards.
    b. Secure and versatile passenger registration and reservation system.
    c. Ability to meet Pace's operating requirements.
    d. Bidder's ability to meet all desired deliverables.
    e. Strength and breadth of security in the proposed system.
    f. Extensive training program to ensure successful use of software.
    g. Bidder's flexibility in accommodating future changes to the project as developments and system enhancement opportunities arise in this SaaS industry.

2. Bidder's proposed fee.

3. Implementation Schedule.

4. Bidder's ability to provide integration and interoperability with both Pace/non-Pace systems.

5. The proposed system's ability to generate dashboards and reports including, but not limited to, those federally mandated by the Department of Transportation, as well as those that may be user-defined to meet business needs for analytics. The system's capacity for customizable and thorough data reporting.

6. Bidder's experience including recency of projects, length of experience, number of active projects, and staffing count and relevant experience on similar deployments.

SOLICITATION NO. 422844

PURCHASE ORDER/CONTRACT NO. (*TBD*)

CONTRACT

This contract ("Contract") is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"), and (*to be determined*) ("Contractor"). The parties agree as follows:

1. **Contract Description**. This Contract is for the goods, services, materials, supplies, equipment, and/or products described in Exhibit C (Scope of Work). All Work must be performed under the direction of Pace's executive director or designee. Contractor assumes the risk and will not be paid for Work that Contractor performs outside of the direction of Pace's executive director or designee.

2. **Contract Maximum**. The Contract maximum is $ (*TBD*); this is a not-to-exceed maximum and not a firm commitment to purchase. No amount of business can be or is guaranteed.

3. **Term**. This Contract is effective beginning on the date on which Pace signs this Contract ("Effective Date") and will continue thereafter for a maximum of 63 months unless earlier terminated in accordance with this Contract. If a party signs this Contract but fails to date its signature, the date that the other party receives the signing party's signature on this Contract will be deemed to be the date that the signing party signed this Contract.

4. **Basis of Award**.

☐ If this solicitation is an invitation for bid and Pace, in its sole discretion, decides to award this Contract, Pace will make the Contract award to the responsible Bidder who submits the lowest priced responsive Bid.

OR

☒ If this solicitation is a request for proposal and Pace, in its sole discretion, decides to award this Contract, Pace will make the Contract award to the Bidder who represents the best overall value to Pace.

5. **Invoicing and Payment**.

a. Invoicing.

Contractor shall invoice Pace based on the goods, services, materials, supplies, equipment, and/or products provided in accordance with this Contract. By submitting an invoice to Pace, Contractor certifies that the goods, services, materials, supplies, equipment, and/or products meet all Contract requirements and that the amount billed and expenses incurred are as allowed in this Contract. Contractor shall invoice Pace as follows:

i. reference the Contract number and, as applicable, the following: description of services provided, location where services were provided, detailed listing of goods, materials, supplies, equipment, and/or products provided, part numbers, unit serial numbers, model numbers, item numbers, quantities shipped, shipment dates, locations where shipments were delivered, unit prices/costs, and extensions. If an invoice is billed as a progressive or milestone payment, Contractor shall itemize the goods, materials, supplies, equipment, and/or products shipped to Pace during the period covered by the invoice, whether shipped by Contractor or Contractor's subcontractors or independent contractors, and the cost for each of the goods, materials, supplies, equipment, and/or products.

ii. submit each invoice to Pace, the Suburban Bus Division of the Regional Transportation Authority, via email to accounts.payable@pacebus.com, facsimile to (847) 228-3593, or U.S. mail to 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: Accounts Payable no later than the 18th day of the month following the month in which Contractor provided the goods, services, materials, supplies, equipment, and/or products. If the 18th is a Saturday, Sunday, or Pace holiday, Contractor shall submit the invoice on the last weekday before the 18th. Payment of an invoice received after the 18th may be delayed.

iii. for services provided, show the date of the Work and identify the level of personnel who have completed the task(s), the hourly rate(s) of those personnel, the amount of time spent on each task, and a reasonably detailed description of the Work performed on that date. A monthly summary of total hours, fees, and disbursements must be included, together with a grand total, separately showing total hours, total fees, total disbursements, and the total of all amounts invoiced. Copies of detailed computer-generated billing reports are acceptable.

iv. detail and itemize disbursements at their cost to Contractor without mark-up, premium, or overhead. Pace is aware of regional standards for those costs and requires Contractor to charge within that range. If Contractor's invoice for those costs exceeds regional standards, Pace will inform Contractor of the maximum costs that Pace will pay, and Contractor shall adjust its invoice accordingly.

v. clearly identify any subcontractor's or independent contractor's invoice as a line-item reference.

b. Payment.

Payment for the goods, services, materials, supplies, equipment, and/or products provided in accordance with this Contract will be based solely on Exhibit C (Scope of Work) and Exhibit D (Contractor's Price Proposal) and will not exceed the Contract maximum.

i. ☒ Payment will be made within 30 days after Pace's receipt and approval of an invoice in accordance with this Contract.

OR

ii. ☐ Payment will be made within 30 days after Pace's receipt and approval of an invoice in accordance with this Contract for goods, services, materials, supplies, equipment, and/or products provided under a task order, minus _____% retention. Payment of the _____% retention will be made within 30 days after Pace's final acceptance of the goods, services, materials, supplies, equipment, and/or products provided under the task order.

c. Insufficient Funds. Pace's obligation to pay for the goods, services, materials, supplies, equipment, and/or products provided under this Contract is limited to the availability of funds from (i) Pace's revenues and budget for the fiscal years covered by this Contract and (ii) the Federal Transit Administration, Illinois Department of Transportation, Regional Transportation Authority, and/or other funding agencies that Pace may receive for those goods, services, materials, supplies, equipment, and/or products. If Pace determines that funds are not available from those sources to pay any remaining unpaid part(s) of this Contract, Pace, at its option, may terminate or suspend this Contract in which event Pace's obligations to pay those unpaid part(s) will immediately terminate or be suspended as the case may be, with the exception of payment of only the Contract price for any services performed and goods, materials, supplies, equipment, and/or products delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination or suspension. Pace will have no further obligations under this Contract in the event Pace terminates this Contract pursuant to this provision.

6. **Contract**. The following documents collectively constitute the Contract. In the event of a conflict between and/or among those documents, the following order of precedence will apply:

Contract
Change Orders, if applicable
Exhibit J: Requests for Change to Terms and Conditions, if applicable
Exhibit A: Solicitation Instructions and Rules
Exhibit B: U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Illinois Department of Transportation (IDOT), and the Regional Transportation Authority (RTA) Requirements, as applicable
Exhibit C: Scope of Work
Exhibit D: Price Proposal
~~Exhibit E: Disadvantaged Business Enterprise (DBE), if applicable~~ NOT APPLICABLE
~~Exhibit F: Small Business Enterprise (SBE), if applicable~~ NOT APPLICABLE
Exhibit G: Insurance Requirements
Exhibit H: Contractor's Technical Proposal
Exhibit I: Addenda, if any

7. **Disadvantaged Business Enterprise ("DBE") and Small Business Enterprise ("SBE") Requirements**.

a. DBE Requirement.

i. ☒ Pace has determined that the DBE goal for this Contract is 0%.

OR

ii. ☐ Pace has determined that the DBE goal for this Contract is _____%; therefore, this Contract is subject to Exhibit E.

b. SBE Requirement.

i. ☒ Pace has determined that the SBE set-aside percentage for this Contract is 0%.

OR

ii. ☐ Pace has determined that the SBE set-aside percentage for this Contract is _____%; therefore, this Contract is subject to Exhibit F.

8. **Insurance Requirements**. Contractor, at its sole cost and expense, shall provide Pace with evidence of all required insurance and shall procure and maintain that insurance for the period of time specified in Exhibit G.

9. **Indemnification**.

a. To the fullest extent permitted by law, Contractor shall indemnify and defend Pace, the Regional Transportation Authority ("RTA"), and their respective directors, officers, employees, and agents (collectively, "Indemnitees") from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including reasonable attorneys' fees, which may accrue against one or more Indemnitees arising out of the:

i. goods, services, materials, supplies, equipment, and/or products provided under this Contract, including any copyright or patent infringement or claim of such infringement (in the event any equipment or part of any equipment furnished under this Contract is in any suit or proceeding brought against Pace held to constitute infringement and use of the equipment or parts is enjoined, Contractor shall, at its own expense and at its option, either procure for Pace the right to continue using equipment or parts, replace the same with non-infringing equipment, or modify the same to be non-infringing);

ii. acts or omissions of Contractor, its subcontractors, independent contractors, consultants, subconsultants, and/or their respective employees, agents, subcontractors, independent contractors, consultants,

or subconsultants in connection with the performance of this Contract; and/or

iii. Contractor's breach or violation of any of Contractor's certifications, representations, warranties, covenants, or agreements included by reference in this Contract.

b. With regard to claims against any party, person, or entity seeking indemnity under this indemnification provision which are made by an employee of Contractor, a subcontractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation assumed under this indemnification provision will not be limited by: (i) a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or any other employer under workers' compensation acts, disability benefit acts, or other similar employee benefit acts or (ii) any performance bond, payment bond, or insurance required by this Contract.

c. Contractor and Contractor's employees, agents, subcontractors, independent contractors, consultants, and subconsultants, who shall maintain separate policies of insurance as provided in this Contract, expressly waive any and all claims for unemployment benefits and workers' compensation benefits.

d. Within seven days of receiving written tender of defense from any Indemnitee regarding any claim under this indemnification provision, Contractor shall provide each tendering party with a written response to that tender.

e. To the extent to which Contractor is required to provide indemnification to any Indemnitee, Contractor shall appear and defend all suits brought upon any claim under this indemnification provision, shall pay all costs and expenses incidental to that claim, and shall have the right to select defense counsel for the defense of any such claim or suit; provided, however, each tendering party may, at its option and expense, participate in the defense of any suit, without relieving Contractor of Contractor's obligations under this indemnification provision. In the event that representation of any Indemnitee and Contractor by the same counsel would be a conflict of interest for such counsel, the Indemnitee may select independent counsel, to be paid for by Contractor, without relieving Contractor of its obligations of indemnification and defense as set forth above.

f. Contractor shall fulfill its indemnification obligations even if it has insufficient insurance to cover a claim tendered pursuant to this indemnification provision.

g. If any Indemnitee hires legal counsel to enforce its right to indemnification under this indemnification provision, Contractor will be obligated to pay all costs and expenses, including attorneys' fees, incurred by the Indemnitee in connection with that enforcement.

h. Contractor will not be liable for any indemnification obligation under this indemnification provision to the extent that any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, or expenses are

caused by the negligence of Indemnitees.

i. Contractor shall not settle any claim, demand, or suit covered by this indemnification provision without the express written consent of Pace.

j. Contractor shall cooperate and require its employees to cooperate with and assist Pace, and any claims service agencies, investigators, and attorneys employed by or on behalf of Pace, in the administration, investigation, and defense of any and all claims asserted against Pace and/or Contractor arising out of the provision of goods, services, materials, supplies, equipment, and/or products pursuant to this Contract.

10. **Records and Information**.

a. Ownership. Pace retains ownership of all Pace records and documents and will retain ownership of all documents prepared by Contractor under this Contract.

b. Retention of Records. Contractor shall retain, and require its subcontractors, independent contractors, consultants, and subconsultants to retain, all records and supporting material related to this Contract for five years after termination or expiration of this Contract or until final disposition of any litigation or claim arising from the performance of this Contract, whichever is later ("Record Retention End Date"); provided, however, that obligation will in no way affect the obligation of Contractor and Contractor's subcontractors, independent contractors, consultants, and subconsultants to return and/or destroy Confidential Information in accordance with paragraph (d) of this records and information provision. Contractor's records include all subcontractor, independent contractor, consultant, and subconsultant invoices paid by Contractor on behalf of Pace. Contractor may request permission from Pace to dispose of the records and supporting material after the Record Retention End Date.

c. Access to Records. Contractor shall permit sufficient access, including access to the sites of performance under this Contract, to any authorized representatives of Pace, the Regional Transportation Authority, the State of Illinois, the Illinois Auditor General, Inspectors General, the Illinois Department of Transportation, the Federal Transit Administration and its contractors, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect, copy, and/or audit all data, records, and information relating to Contractor's performance under this Contract as reasonably may be required. Upon 15 days' notice from Pace, Contractor shall make the following records available for Pace to inspect, copy, and/or audit at any time during normal business hours at Pace's headquarters location: all time sheets, billings, and other documentation and supporting material used in preparing the records. Contractor shall fully and expeditiously cooperate with any investigation or audit relating to Contractor's performance under this Contract. If, as a result of an audit, Pace determines that the pricing of this Contract was inaccurate or that Contractor in any way violated the requirements of this Contract, Contractor will be liable for any costs or damages resulting from that inaccuracy or violation.

d. Confidential Information and Non-Disclosure. Contractor, each of its subcontractors, independent contractors, consultants, subconsultants, and their respective board members, affiliates, partners, members, directors, officers, employees, contractors, independent contractors, subcontractors, consultants, subconsultants, and agents ("Contractor Parties") must keep confidential all information ("Confidential Information" or "CI") that Pace furnished to them or that they otherwise learned in the performance of the Work and all information prepared by or on behalf of Contractor under this Contract. Confidential Information includes non-public information that relates to or arises out of Pace's business and that is disclosed to Contractor Parties whether before or after the Effective Date. Confidential Information does not include information that: (i) was publicly known or publicly available, without breach of this Contract, prior to the time of disclosure by Pace to Contractor Parties; (ii) becomes publicly known or publicly available after its disclosure by Pace to Contractor Parties through no fault of Contractor Parties; (iii) is already in the possession of Contractor Parties, without restriction as to use or disclosure, immediately prior to the time of disclosure by Pace to Contractor Parties; (iv) is obtained by Contractor Parties, without restriction as to use or disclosure, from a third party without a breach of such third party's obligations of confidentiality; and (v) is independently developed by Contractor Parties without use of or reference to Pace's Confidential Information. Contractor Parties may disclose Confidential Information if required by applicable federal, state, or local law or a valid order by a court of competent jurisdiction, provided Contractor Parties promptly furnish Pace with written notice of that requirement prior to disclosure and assist Pace in seeking a protective order or other remedy to prevent or limit disclosure of the information. Contractor Parties must ensure that the confidentiality of the CI is preserved in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Contractor Parties' own confidential information. Contractor shall ensure that all Contractor Parties incorporate this confidential information and non-disclosure provision into their agreements for the Work, representing that each person or entity must not disclose, publish, or otherwise make available the CI to any person or entity. Contractor Parties acknowledge that the disclosure of any CI will give rise to irreparable injury to Pace, which cannot be adequately compensated in damages. Accordingly, Pace may obtain injunctive relief against disclosure or threatened disclosure of the CI, in addition to such other remedies that may be available to Pace in law or at equity. Upon termination of this Contract, Contractor Parties must return and/or destroy the CI in accordance with Pace's written direction. In the event Pace directs Contractor Parties to destroy the CI, Contractor Parties must provide Pace with a written certification of that destruction.

11. **Termination**.

a. Termination for Convenience. Pace may terminate this Contract, in whole or in part, at any time, when in Pace's best interest, by providing Contractor with written notice, specifying the extent of the termination, including removal of Contractor from the worksite if applicable and the effective date of the termination. Contractor shall then restrict its activities and those of its subcontractors, independent contractors, consultants, and subconsultants to winding down the Work. No payment will be made for Work performed after the notice of termination for convenience becomes effective, except for winding down activities specified in the

notice of termination and as provided in this paragraph 11(a). If Pace terminates part of this Contract, Contractor shall continue with the unterminated part.

In the event of termination for Pace's convenience (except for a force majeure condition continuing for more than 30 consecutive days), Pace shall pay, and Contractor shall accept as its sole remedy, termination charges equal to the Contract price for any services performed and goods, materials, supplies, equipment, and/or products delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination; provided, however, if Pace terminates this Contract in part, those termination charges will only be in connection with the terminated part. Title to all property covered by those termination charges will vest in Pace without additional charge. Payment of those termination charges will vest in Pace. Pace shall pay termination charges to Contractor within 45 days after Contractor provides Pace with a written payment request showing all termination charges, accompanied by evidence substantiating each cost or expense claimed and conforming with the invoicing and payment provision of this Contract.

b. Termination for Breach. Pace may terminate this Contract for breach if: (i) Pace, in its sole discretion, determines that Contractor has refused or failed to deliver goods, materials, supplies, equipment, and/or products in accordance with this Contract's delivery schedule or to perform services within the time or in the manner specified in this Contract or that that the acts or omissions of Contractor or its subcontractors, independent contractors, consultants, or subconsultants have caused, or reasonably could cause, jeopardy to health, safety, or property, or (ii) Contractor refuses or fails to comply with any other provision of this Contract. Pace shall terminate by delivering to Contractor a written notice of termination specifying the nature of the breach and the effective date of the termination. Contractor will be paid only the Contract price for any services performed and goods, materials, supplies, equipment, and/or products delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination. If, after termination for breach, it is determined that Contractor was not in breach, the rights and obligations of the parties will be the same as if the termination had been issued for Pace's convenience.

c. Opportunity to Cure. Pace, in its sole discretion, may allow Contractor time in which to cure the breach ("Cure Period"). In that case, Pace's written notice of termination will state the nature of the breach, the time period in which Contractor must cure the breach, and any other conditions Pace deems appropriate. If Contractor cannot cure the breach within the Cure Period and provides Pace with a written request for additional time to cure the breach, Pace, in its sole discretion, may extend the Cure Period ("Extended Cure Period"). If Contractor fails to remedy the breach to Pace's satisfaction within the Cure Period or, if applicable, Extended Cure Period, Pace will have the right to terminate this Contract without any further obligation to Contractor, and that termination will not operate to preclude Pace from also pursuing all available remedies against Contractor and its sureties for that breach.

d. Termination of Contract for Architect and Engineering Services. If this Contract is for architect and engineering services, Contractor shall, upon receipt of Pace's written notice of termination of this Contract for Pace's convenience, immediately discontinue all services, unless the notice directs otherwise, and deliver to Pace's CPO all data, drawings, specification, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in progress. Contractor will be paid only the Contract price for any services performed in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination, and Contractor shall promptly submit its termination claim for those amounts to Pace. If the termination is for Contractor's breach, Pace may complete the Work by contract or otherwise, and Contractor will be liable for any additional costs incurred by Pace.

e. Termination of Cost-Type Contract. If this Contract is a cost-type contract, Contractor shall account for any property in its possession paid for from funds received from Pace or property supplied to Contractor by Pace. If the termination is for breach, Pace may fix the fee, if this Contract provides for a fee, to be paid Contractor in proportion to the value, if any, of the Work performed up to the date of termination. Contractor shall promptly submit its termination claim to Pace, and the parties shall negotiate the termination settlement to be paid to Contractor. If the termination is for Pace's convenience, Contractor will be paid its Contract close-out costs, and a fee, if this Contract provides for payment of a fee, in proportion to the Work performed up to the date of termination.

f. Applicability to Subcontracts. The requirements of this termination provision also apply to all subcontracts.

12. **Pace Property in Contractor's Possession upon Termination**. If this Contract is terminated while Contractor has possession of Pace property, Pace will direct Contractor to dispose of the property or protect and preserve it until it is surrendered to Pace or Pace's agent. Pace shall pay the costs associated with disposing or preserving and protecting the property if the termination was for Pace's convenience. Contractor shall pay those costs if the termination was for Contractor's breach.

13. **Rights and Remedies**.

a. Pace Rights and Remedies.

i. If Contractor breaches any provision of this Contract, Pace has the right to: terminate this Contract; suspend the Work; take over and complete the Work or any part of the Work by contract or otherwise at the expense of Contractor, either directly or through other contractors; cancel/rescind this Contract as to any or all of the Work yet to be performed; deem Contractor non-responsible in future contracts to be awarded by Pace; and pursue any and all remedies at law or in equity, including specific performance, an injunction, and money damages.

ii. Pace may, at any time, by written order to Contractor, require Contractor to stop all or any part of the Work for a period that Pace, in its sole discretion, determines appropriate. The order will be identified as a stop-work order issued under this provision. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize Allowable Costs for the Work covered by the order during the period of Work stoppage.

Within the period of Work stoppage, Pace shall either:

- cancel the stop-work order;
- allow the period of the stop-work order to expire; or
- terminate the Work covered by the order as provided in the termination for convenience or termination for breach provision of this Contract.

If Pace cancels a stop-work order issued under this provision or allows the period of the order to expire, Contractor shall resume the Work upon Pace's written directive. Pace shall make an equitable adjustment in the delivery schedule, Contract price, or both, by written change order if:

- the stop-work order was not caused by Contractor's default or other act or omission within control or responsibility of Contractor;
- the stop-work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Contract; and
- Contractor asserts its claim to the equitable adjustment in writing within 30 days after the end of the period of Work stoppage; provided, Pace may receive and act upon the claim at any time before final payment under this Contract if Pace decides that the facts justify that action.

If Pace does not cancel a stop-work order and terminates the Work covered by the order for the convenience of Pace, Contractor will be entitled to receive Allowable Costs resulting from the stop-work order in arriving at the termination settlement.

If Pace does not cancel a stop-work order and terminates the Work covered by the order for Contractor's breach, Contractor will be entitled to receive, by equitable adjustment or otherwise, Allowable Costs resulting from the stop-work order.

b. Contractor Rights and Remedies. Inasmuch as money damages can adequately compensate Contractor for any breach of this Contract by Pace, Contractor acknowledges that no default, act, or omission of Pace will constitute a material breach of this Contract, entitling Contractor to terminate, cancel, or rescind this Contract (unless Pace directs Contractor to do so) or to suspend or abandon performance.

c. Dispute Resolution. The requirements in this paragraph 13 apply to Contractor and its subcontractors, independent contractors, consultants, and subconsultants. Either party may initiate a dispute arising out of or related to this Contract by sending a written notice of dispute to the other party. Once initiated, the parties shall attempt to promptly resolve the dispute through good-faith negotiations.

d. Performance During Dispute. Unless otherwise notified by Pace's CPO, Contractor shall continue performance under this Contract while the parties attempt to resolve the dispute. If the dispute is not resolved within 14 days after the non-initiating party's receipt of the notice of dispute, either party may proceed with litigation in an Illinois court of competent jurisdiction as provided in the governing law, jurisdiction, and venue provision of this Contract.

e. No Limitation of Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available under this Contract are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available at law or in equity.

f. Waiver. If Pace elects to waive its remedies for Contractor's breach of any provision of this Contract, the waiver will not limit Pace's remedies for any subsequent breach of that or of any other provision of this Contract.

g. Waiver of Consequential Damages. Neither party will be responsible to the other for consequential, special, or indirect losses or damages, including lost profits, lost revenue, or lost opportunity, provided this subparagraph (g) will not limit any right otherwise expressly provided under this Contract.

h. Setoff. Pace has the right of setoff of any claim of Pace against any payments due or to become due to Contractor or the retention under this Contract or any other contract or obligation of Contractor or any affiliate thereof with Pace.

14. **Amendment**. No changes, amendments, or modifications to this Contract will be valid unless they are in writing and signed by the duly authorized signatory of each party, except Pace may unilaterally modify this Contract when warranted by a change in applicable federal, state, or local law or funding agency requirements. Pace shall provide Contractor with notice of any unilateral modification of this Contract.

15. **Assignment**. No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Contract without the prior written consent of the other party. Any successor or approved assign under this Contract will accede to all the terms, conditions, and requirements of this Contract as a condition precedent to that succession or assignment.

16. **Authorization**. The signatories to this Contract represent and warrant that they have full authority to sign this Contract on behalf of the party for whom they sign.

17. **Binding Effect**. This Contract will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

18. **Compliance**. The parties shall comply, and Contractor shall ensure that its subcontractors, independent contractors, consultants, and subconsultants comply, with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Contract, including but not limited to those in the FTA's most recent "Master Agreement" between Pace and FTA, any agreements between IDOT and RTA and RTA and Pace, as they may be amended or promulgated from time to time during the term of this Contract, and section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)), as amended.

Contractor shall comply with all applicable Pace policies and procedures relating to business and office conduct, health and safety, and access to and use of Pace facilities, equipment, supplies, information technology, networks, and/or other resources and materials.

19. **Processing Data Between Years and Centuries**. Any hardware, software, and firmware to be delivered by Contractor under this Contract must be able to accurately process data between years and centuries.

20. **Equal Employment Opportunity**. In connection with the execution of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that Contractor employs applicants, and treats employees during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. That action includes, but is not 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. If Contractor is required to file an affirmative action plan with any federal, state, or local agency, Contractor assures Pace that it is in full compliance with those filing requirements.

21. **Pace Non-Collusion**. In submitting its Bid to Pace, Contractor represents and warrants that it has not paid and will not pay any bonus, commission, fee, or gratuity to any employee or official of Pace or to any other contractor for the purpose of obtaining this Contract.

22. **Trade Name or Equal**. In cases in which goods, materials, supplies, equipment, and/or products are identified in this Contract by a manufacturer's name, trade name, catalog number, or other reference, it is understood that Contractor shall furnish the goods, materials, supplies, equipment, and/or products so identified or shall furnish an "equal" unless otherwise specified. The specific goods, materials, supplies, equipment, and/or products mentioned will be understood as establishing the type, function, and minimum standard of design, efficiency, quality, and performance desired and will not be construed in such a manner as to exclude manufacturer's products of comparable design, efficiency, quality, and performance. If Contractor is proposing an "equal," Contractor shall clearly state in its Bid that an "equal" is proposed and, prior to submitting its Bid, shall provide Pace with information sufficient for Pace to determine whether the proposed "equal" is acceptable. If the proposed "equal" is acceptable, Pace will issue an addendum to this Contract to identify the acceptability of the proposed "equal."

23. **Warranties**. Contractor warrants that goods, materials, supplies, equipment, and/or products delivered under this Contract will be free from defects of materials, equipment, and workmanship under normal use and service and that all goods, materials, supplies, equipment,

and/or products furnished will conform to samples, specifications, and/or drawings submitted, as may be applicable, and will be fit for the purpose for which purchased. The warranty period will be for one year from the date of delivery or the date of final acceptance of the goods, materials, supplies, equipment, and/or products by Pace, whichever is later. Pace may return any nonconforming or defective goods, materials, supplies, equipment, and/or products to Contractor or require replacement of such goods, materials, supplies, equipment, and/or products, all at Contractor's expense. Acceptance of or payment for goods, materials, supplies, equipment, and/or products by Pace will not relieve Contractor of Contractor's responsibilities under this provision. Contractor warrants any items corrected under the foregoing warranties for the balance of the original applicable warranty period.

Contractor further warrants that Contractor and its employees, subcontractors, independent contractor, consultants, and subconsultants, if any, will provide and perform the services under this Contract in a workmanlike, professional, efficient, and effective manner, with the same degree of care, skill, and competence that is consistent with current and generally accepted industry standards for those services.

24. **Counterparts**. This Contract may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same contract.

25. **Electronic Signatures**. This Contract may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Contract.

26. **Entire Agreement**. This Contract, including any exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Contract, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Contract, will be implied or impressed upon this Contract.

27. **Force Majeure**. Pace will not hold Contractor liable for damages or deem Contractor to have breached this Contract for failure or delay in performing any of its obligations under this Contract if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of Contractor, including war, fire, flood, other acts of God, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the government, civil disturbance, a terrorist act, pandemic, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, or a labor strike or lockout. Contractor shall promptly notify Pace of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, its sole discretion and after written notice to Contractor, may: (a) immediately terminate this Contract for convenience in which event Pace will pay Contractor only the Contract price for any Work performed in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination or (b) extend the time for Contractor to complete the Work in which event Contractor shall not seek, and will not be entitled to, additional compensation from Pace as a result of that extension. Where an event of force majeure occurs after Contractor's failure or delay in performance, Contractor will not be released from liability.

28. **Governing Law, Jurisdiction, and Venue**. This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit, and Contractor shall cause its subcontractors, independent contractors, consultants, and subconsultants to submit, to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, Third Municipal District, in Rolling Meadows, Illinois for any dispute arising out of or related to this Contract.

29. **Headings**. The headings in this Contract are for reference and convenience only and will not affect the meaning or interpretation of this Contract.

30. **Independent Relationship**. Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of Pace. Nothing in this Contract will be construed as creating an agency, partnership, joint venture, or any other relationship between Pace and Contractor or its subcontractors, independent contractors, consultants, or subconsultants or between Pace and any employee or agent of Contractor or its subcontractors, independent contractors, consultants, or subconsultants, and Contractor shall not act and shall ensure that its subcontractors, independent contractors, consultants, and subconsultants do not act on behalf of or bind Pace in any manner. Contractor's employees must at all times remain employees of Contractor, and Contractor will be solely responsible for all aspects of their employment, including without limitation compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

31. **No Precedent**. The terms of this Contract do not establish any precedent in any subsequent contract involving the parties or other persons or entities. Neither party may offer, use, or admit this Contract into evidence in any proceeding or litigation for that purpose.

32. **Notice**. Any notice under this Contract must be in writing and must be given in the following manner:

a. by personal delivery (deemed effective as of the date and time of delivery);
b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
c. by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
d. by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

The notice must be addressed as follows or to such other address as either party may from time to time specify in writing:

If to Pace:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Chief Procurement Officer

Email Address: jane.swider@pacebus.com

If to Contractor:

_____

_____

Attention: _____

Email Address: _____

NOTE: Contractor's address and email address must be the same as that contained on the Contractor's signature block of this Contract.

33. **Severability**. If any provision of this Contract or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions, including those that conform to federal laws, regulations, requirements, and guidance, will remain in full force and effect.

34. **Singular, Plural, and Gender**. When used in this Contract, unless the context otherwise requires, the singular includes the plural, the plural includes the singular, and gender-related nouns and pronouns include the feminine, masculine, and gender neutral.

35. **Subcontracting**. Subcontracting ☒ is / ☐ is not permitted under this Contract. If subcontracting is permitted, Contractor shall require all subcontractors to comply with the insurance requirements of this Contract, including naming Pace as an Additional Insured on all requisite policies of insurance.

36. **Survival**. Any provision of this Contract that imposes an obligation after termination or expiration of this Contract will be deemed to survive termination or expiration of this Contract.

37. **Time is of the Essence**. Time is of the essence with respect to all of Contractor's obligations under this Contract.

38. **Waiver**. No action or failure to act by Pace or Contractor will constitute a waiver of any right or remedy under this Contract, nor will that action or failure to act constitute an approval of or acquiescence in any breach under this Contract, except as may be specifically agreed in writing.

39. **Tax Exempt**. Pace, as a public/governmental entity, is exempt from taxes and will not be responsible for taxes or regulatory fees that Contractor or its subcontractors, independent contractors, consultants, or subconsultants paid or incurred unless Contractor provides Pace with proof that Pace is subject to those taxes or fees. Pace will provide proof of its exemption from taxes to Contractor upon Contractor's written request.

40. **Publicity**. Contractor must not use or authorize the use of a Pace employee's identity, which includes name, signature, photograph, likeness, and voice, for marketing, advertising, promotional, or fundraising purposes without obtaining the prior written approval of the employee; provided, however, Contractor must not under any circumstances use or authorize the use of that employee's affiliation with Pace and/or job title without obtaining the prior written approval of Pace's executive director.

Contractor must not use or authorize the use of the Pace name, the Pace logo, any Pace facility, and/or any likeness thereof for any purpose without obtaining the prior written approval of Pace's executive director. Further, Contractor must not issue or cause the issuance of any press release or public statement and/or engage in any marketing activities related to this Contract, including the relationship/affiliation between the parties under this Contract, without obtaining the prior written approval of Pace's executive director.

Contractor must not disclose, use, or refer to this Contract or any of its terms or the name of Pace in any advertising, publicity releases, promotional materials, or materials distributed to existing or prospective customers without the prior written consent of Pace.

41. **No Third-Party Beneficiaries**. This Contract is solely for the benefit of the parties, and nothing in this Contract is intended to create any third-party beneficiary rights for Contractor's subcontractors, independent contractors, consultants, subconsultants, or other third parties.

42. **Change in Ownership**. Any direct or indirect change in ownership or control of Contractor will be subject to Contractor's completion of documentation as requested by Pace.

43. **Participation by Other Entities**. Other units of local government and municipalities as defined in article VII, section 1 of the Constitution of the State of Illinois ("other agencies") may negotiate their own agreements with Contractor based on the terms and conditions of this Contract. Other agencies will issue their own contracts directly to Contractor. Participation by other agencies must have no adverse effect on Pace. Pace will not be responsible for any obligation owed by any other agencies to Contractor. Pace will have no liability for the acts or omissions of other agencies, and Pace makes no representation that the process followed by Pace to select the Contractor for this Contract complies with the procurement rules, regulations, or policies of other agencies.

44. **Freedom of Information**. This Contract and all related public records maintained by, provided to, or required to be provided to Pace are subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

45. **No Individual or Personal Liability**. No board member, official, officer, employee, agent, or representative of Pace will be individually or personally liable for any obligation under this Contract.

46. **Certification**. By signing this Contract, Contractor certifies and affirms that:

a. its Bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; its Bid is genuine and not collusive or sham; Contractor has not been a party to any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition by agreement to offer a fixed price, or otherwise, or to refrain from submitting a Bid and has not, directly or indirectly, by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of Pace, any Bidder, or anyone else interested in the proposed contract; and Contractor is not barred from contracting with any state or unit of local government as a result of a violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4;

b. Contractor has reviewed this solicitation in its entirety, including this Contract, and has waived all rights to claim misunderstanding regarding the same;

c. Contractor has provided Pace with written notice of all conflicts, errors, and discrepancies that Contractor has discovered in this solicitation;

d. all information provided in its Bid is complete, true, and correct and complies with the Contract requirements;

e. no real or apparent organizational conflict of interest ("OCI") related to Contractor's participation in this solicitation or provision of goods, services, materials, supplies, equipment, and/or products under this Contract exists and, if Contractor becomes aware of a real or apparent OCI related to Contractor's participation in this solicitation or provision of goods, services, materials, supplies, equipment, and/or products under this Contract, Contractor will immediately provide Pace with written notice of the facts and circumstances giving rise to that conflict of interest;

f. Contractor is not in financial breach of an existing contract with Pace or in arrears with any monetary payments due Pace under an existing contract;

g. to the best of its knowledge and belief, Contractor and its principals and subcontractors, independent contractors, consultants, and subconsultants have not violated any Pace or Pace sister agency policy, codes, state, federal, or local laws, rules, or regulations and have not been subject to any debarment, suspension, or other disciplinary action by any government agency (if at any time Contractor becomes aware of such information, Contractor shall immediately disclose it to Pace);

h. neither it nor any of its subcontractors, independent contractors, consultants, and subconsultants are currently debarred for violations of any applicable public contracts incorporating labor standards provisions or included on any applicable list thereof, including without limitation the General Service Administration's System for Award Management, the Illinois Department of Transportation's Suspension List, the Illinois Department of Labor Public Works Debarred Contractors List, or the Illinois Department of Human Rights Debarred Companies List; and

i. all Contractor's certifications required by Exhibit B are true and accurate as of the date Contractor signs this Contract.

47. **Organizational Conflict of Interest (OCI)**: In the event Contractor notifies Pace of an OCI pursuant to paragraph 46(e), Pace, in its sole discretion, may request Contractor to provide recommendations to avoid, neutralize, or mitigate the OCI, disqualify Contactor from further participation in this solicitation, declare Contractor's Bid nonresponsive and award this Contract to the next highest scoring responsive Bidder, or terminate this Contract for default if Contractor was aware of the OCI prior to Contract award and did not provide Pace with written notice of the OCI.

Pace's CPO in consultation with Pace's General Counsel will make the final determination as to whether an OCI exists and, if Pace requests Contractor to provide recommendations to avoid, neutralize, or mitigate the OCI, whether those recommendations are sufficient.

48. **Definitions**. As used in this Contract:

"Allowable Costs" means costs that meet the following general criteria, except where otherwise authorized by statute:

a. are necessary and reasonable for and are allocable to the performance of this Contract under these principles;
b. conform to any limitations or exclusions specified in these principles or in this Contract as to types or amount of cost items;
c. are consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity;
d. are accorded consistent treatment (a cost may not be assigned to this Contract as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to this Contract as an indirect cost);
e. are determined in accordance with generally accepted accounting principles;
f. are not included as a cost or used to meet cost sharing or matching requirements of any other contract or agreement;
g. are adequately documented; and
h. are incurred during the approved budget period.

"Bid" means a quote, bid, proposal, or offer to this solicitation.

"Bidder" means a bidder, proposer, or offeror to this solicitation prior to Contract award.

"Business days" means Monday through Friday, excluding federal holidays.

"Business hours" means 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays.

"Days" means consecutive calendar days of 24 hours each, measured from midnight to the next midnight, except where otherwise specified, including weekdays, weekends, and holidays.

"Organizational Conflict of Interest ('OCI')" will occur when any of the following circumstances arise, according to FTA Circular 4220.1F:

a. Contractor is unable, or potentially unable, to provide impartial and objective assistance or advise to Pace due to other activities, relationships, contracts, or circumstances;

b. Contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; or

c. during the conduct of an earlier procurement, Contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

"Pace holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Work" means the provision of goods, services, materials, supplies, equipment, and/or products under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

The parties have caused this Contract to be executed by their respective duly authorized signatory on the dates below.

CONTRACTOR

_____
Legal Name of Contractor

Type of Business Structure (check one):
- □ Individual/sole proprietorship
- □ Corporation
- □ Partnership
- □ Limited Liability Company
- □ Other: _____

_____
Street Address

_____
City, State, & Zip Code

_____
Signature of Authorized Signatory

_____
Printed Name

_____
Title

_____
Telephone Number

_____
Email Address

_____
Date

PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

_____
Signature of Authorized Signatory

_____
Printed Name

_____
Title

_____
Date

SOLICITATION INSTRUCTIONS AND RULES

BIDS

Pace, in its sole discretion, may: extend the date and time that Bids are due and any other deadline for this solicitation; reject, in whole or in part, any or all Bids; cancel or readvertise this solicitation; and further evaluate Bids through oral presentation, interview, and/or the Best and Final Offer process if this solicitation is an RFP.

Pace may accept any item or group of items of a Bid, unless the Bidder qualifies the Bid by specific limitations. Unless otherwise provided in this solicitation, a Bid may be submitted for quantities less than those specified.

Where approximate quantities are stated in this solicitation, the unit prices quoted in the Bid will apply regardless of whether the actual quantities are greater or less than the approximate quantities, the stated total notwithstanding.

In the event a single Bid is received, it will be necessary for Pace to conduct a price and/or cost analysis of the Bid price. Bidder shall provide all documents requested by Pace to perform the analysis/es.

Within 48 hours after receiving Pace's written request, Bidder shall provide Pace with evidence, satisfactory to Pace, that demonstrates Bidder's ability and responsibility, financial and otherwise, to furnish the materials, goods, and/or services specified in the manner and at the time prescribed in this solicitation.

Pace will not consider any document that is not submitted by Bidder with its Bid; this includes any document submitted by Bidder after Contract award.

Bid is Irrevocable
A Bid will be irrevocable for a period of 90 days from the date that Bids are due for all solicitations, except for Request for Quote, which will be irrevocable for a period of 60 days from the date that Bids are due, and except for Request for Proposal and Request for Qualification, which will be irrevocable for a period of 180 days from the date that Bids are due.

Modification or Withdrawal of Bid
Bidder may modify its Bid by sending an email to Bids@pacebus.com no later than the date and time that Bids are due.

Prior to the date and time that Bids are due, Bidder may submit a request to withdraw its Bid by sending an email to Bids@pacebus.com. If Pace approves that request, Bidder may submit a subsequent Bid, provided the date and time that Bids are due has not passed. If Pace receives that subsequent Bid after the date and time that Bids are due, that subsequent Bid will be treated as a late submission.

Bid Mistakes and Minor Informalities
A Bid defect that is an immaterial nonconformity/minor informality is one of form and not of substance. It is also one that can be corrected or waived without prejudice to the other Bidders. Pace may excuse minor informalities or irregularities in Bids if Pace, in its sole discretion, determines that doing so will serve the best interests of Pace and that the spirit of fair competition will be maintained.

If a Bidder has identified a mistake in its Bid prior to Contract award and wants to withdraw its Bid, Bidder may submit a request to withdraw its Bid via email to Bids@pacebus.com. Bidder will be allowed to withdraw its Bid if Pace, in its sole discretion, has determined that:

(a) the mistake is clearly evident on the face of the Bid, but the intended correct Bid is not similarly evident; or
(b) Bidder submits proof that clearly and convincingly demonstrates that Bidder made a mistake.

Tie Bids
"Tie Bids" means responsive Bids from responsible Bidders that meet all the requirements specified in an RFQ or IFB, are identical in price, are the lowest Bid, and have the same delivery time if a delivery time is requested by Pace (*e.g.*, solicitations for bus parts or fluids). In the event of Tie Bids, Pace's Chief Procurement Officer (CPO) will determine the winning Bidder by drawing lots.

Inquiries
Bidder must submit its questions regarding this solicitation to Pace via email to questionsandanswers@pacebus.com prior to 2:00 p.m. Central Time on January 23, 2024 in order to receive a response from Pace. The solicitation number must be referenced in the subject line of the email.

Offer or Contract Award
Pace will make an offer or award the Contract for this solicitation following approval of that award by Pace's board of directors, executive director, and/or CPO, as required.

Pace may make an offer or award on any item for a quantity less than the quantity offered, at the unit prices offered, unless Bidder specifies otherwise in its Bid.

Pace may make more than one offer or award more than one Contract for this solicitation.

PROTESTS

(a) Protest Procedures

(i) Pace will hear and consider a bona fide protest regarding its procurement actions in accordance with the following procedures. Notwithstanding the availability of those protest procedures, any interested party is encouraged to exhaust all methods described in this Contract to resolve a procurement issue before filing a formal protest with Pace.

(ii) Definitions

For purposes of this section:

(A) "Interested party" means any person (a) who is an actual bidder/proposer/offeror or prospective bidder/proposer/offeror in the procurement involved and (b) whose direct economic interest would be affected by the award of the contract or by the failure to award the contract. A subcontractor does not qualify as an interested party.

(B) "Regulation(s)" means Pace's Regulations Governing Public Bidding.

(iii) Submission of Protests

Any interested party may file a protest with Pace on the basis that Pace has failed to comply with applicable federal or state law or with the Regulations. The interested party must file the protest in accordance with the timing requirements set forth in subsection (iv) of this section. The protest must include:

(A) the name, address, telephone, fax number, and email address of the protestor and his/her relationship to the solicitation;

(B) identification of the solicitation;

(C) a description of the nature of the protest, referencing portion(s) of the solicitation involved;

(D) identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;

(E) a complete discussion of the basis for the protest, including all supporting facts, documents, or data;

(F) any document(s) relevant to the protest (documents readily available on the internet may be referenced to an appropriate link);

(G) a statement of the specific relief requested; and

(H) a notarized affirmation by the protestor, if an individual, or by an owner or officer of the protestor, if not an individual, as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and the validity of the information provided. The protestor's protest must be accompanied by any and all information, written documentation, and/or argument concerning the issue of whether Pace has failed to comply with applicable federal or state law or with the Regulations. Pace's CPO will not consider any additional, supplemental, amended, or revised information, documentation, and/or argument received by Pace's CPO after the protestor's submission of its protest, absent Pace CPO's written request for the same. The protestor will have the opportunity to meet with Pace's CPO to discuss the issue of whether Pace has failed to comply with applicable federal or state law or with the Regulations, provided the protestor's protest requests a meeting. Pace's CPO will determine whether the requested meeting takes place in person or virtually.

Protests must be submitted in writing to: Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Chief Procurement Officer

(iv) Types of Protests and Timing

The requirement for the timely receipt of a protest will depend upon the type of protest involved. Pace will consider the following types of protests by interested parties:

(A) Protests Regarding Solicitation

Pace must receive any protest regarding a Pace solicitation no later than 10 days before the public opening of bids or receipt of proposals. If the protest addresses an amendment to the solicitation, Pace must receive that protest no later than 10 days before the public opening of bids or receipt of proposals or five days after the date of issuance of the amendment, whichever is later. Pace will not consider any protest received after that time.

This type of protest includes any claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of the contract award, or any claim that the solicitation documents or the solicitation process violated applicable federal or state law or that Pace failed to follow the Regulations in the solicitation of bids or proposals.

(B) Protests Regarding Bid Evaluation (IFB)

Pace must receive any protest regarding an evaluation of bids submitted in response to a Pace IFB no later than five days after the public opening of the bids. Pace will not consider any protest received after that time.

This type of protest includes any challenge to determinations by Pace of the responsiveness of a bid or the responsibility of a bidder or any claim that the evaluation of bids violated federal or state law or the Regulations.

(C) Protests Regarding Proposal Evaluation (RFP)

The RFP evaluation process, and all evaluation materials associated with this process, will be considered confidential until final contract award. Therefore, Pace must receive any protest regarding the evaluation of proposals submitted in response to a Pace RFP no later than five days after the date of the contract award. Pace will not consider any protest received after that time.

This type of protest includes any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer or any claim that the evaluation of proposals violated federal or state law or the Regulations.

(D) Protests Regarding Contract Award

Pace must receive any protest regarding a Pace contract award no later than five days after the date of the award. Pace will not consider any protest received after that time.

Pace will only entertain this type of protest if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that Pace violated federal or state law or the Regulations in the contract award.

(v) Protest Responses by Pace

(A) Evaluation of Protests

Pace's CPO may request additional information from the protestor or others, as necessary to determine the validity of the protest. Pace may, in its sole discretion, meet with the protestor to review the matters raised by the protest. Pace's evaluation of the particular types of protests will be in accordance with the following provisions, except as otherwise provided in subsection (vi) of this section:

(B) Protests Regarding Solicitation

Upon receipt of a timely protest regarding a Pace solicitation, Pace may, in its sole discretion, postpone the public opening of bids for an IFB or the closing date for an RFP until resolution of the protest. If Pace opts to postpone, Pace will not accept additional bids for the solicitation during the period of postponement.

If the protest involves a claim of unduly restrictive or exclusionary specifications, Pace, in evaluating the protest, will consider both the specific need of Pace for the feature or item challenged and any negative impact on competition by the specification for the feature or item. If Pace, in its sole discretion, determines that feature or item was included in the specification to meet justified and valid transit needs of Pace and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

(C) Protests Regarding Bid Evaluation (IFB)

Upon receipt of a timely protest regarding the evaluation of bids which were submitted in response to a Pace IFB, Pace will suspend its evaluation of bids or contract award in connection with the IFB, if necessary, until the resolution of the protest if Pace, in its sole discretion, determines that the protestor has presented substantial evidence in support of its protest on the responsiveness of a bid, the responsibility of a bidder, or Pace's compliance with federal or state law or the Regulations.

(D) Protests Regarding Proposal Evaluation (RFP)

Upon receipt of a timely protest regarding the evaluation of proposals which were submitted in response to a Pace RFP, Pace will suspend its evaluation of proposals, if necessary, until the resolution of the protest if Pace, in its sole discretion, determines that the protestor has presented substantial evidence in support of its protest on the responsiveness of a proposal, the responsibility of a proposer, or Pace's compliance with federal or state law or the Regulations.

(E) Protests Regarding Contract Award

Upon receipt of a timely protest regarding a Pace contract award, Pace will issue a stop-work order, if necessary, until the resolution of the protest if Pace, in its sole discretion, determines that the protestor has established that the contract was awarded fraudulently or in violation of federal or state law or the Regulations.

(vi) Decisions by Pace

Notwithstanding the pendency of a protest, Pace may proceed with the procurement process or the contract in the following cases:

(A) where the item to be procured is urgently required;

(B) where Pace determines that the protest is vexatious or frivolous; or

(C) where delivery or performance will be unduly delayed or other undue harm will occur by failure to make the award promptly.

Pace's CPO will issue a written decision within 21 days after receipt of the protest. That decision will be based on the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the contract. If the protest is denied, Pace will lift any suspension imposed and proceed with the procurement process or the contract.

(b) Appeal Procedure

A protestor must exhaust its administrative remedies through Pace's protest procedures to completion before appealing Pace's decision to the FTA.

Decisions of Pace's CPO may be appealed to Pace's General Counsel by the protestor within five days after the decision is issued to the protestor. The appeal must be in writing, must be addressed to Pace's General Counsel at 550 W. Algonquin Road, Arlington Heights, Illinois 60005, and must state with specificity, the basis for the appeal. Pace's General Counsel will review the written record of the protest and may conduct such further investigation as is deemed necessary to reach a decision. The General Counsel will issue a written decision within 21 days after receipt of the appeal; this time period may be extended in Pace's sole discretion, if necessary, to complete an investigation. The decision of the General Counsel is final and marks the conclusion of the administrative remedies through Pace.

Under FTA Circular 4220.1F, FTA has substantially limited its review of protests, recognizing that FTA recipients have the responsibility to resolve contractual and administrative issues arising out of their third-party procurements, including protests. To that end, FTA will consider a protest regarding Pace's procurement actions if Pace does not have protest procedures, has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so. The FTA will not substitute its judgment for that of Pace unless that matter is primarily a federal concern.

An appeal to the FTA to review Pace's protest decision must comply with the requirements specified in FTA Circular 4220.1F. Only an "interested party" may make that appeal, which must occur within five days after a final decision under Pace's protest procedures.

(c) Attorneys' Fees

In the event Pace hires legal counsel to enforce Pace's rights or to defend Pace in connection with a protest and Pace is the prevailing party, the protestor will be obligated to pay all costs and expenses, including attorneys' fees, incurred by Pace in connection with that enforcement or defense.

U.S. DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA), ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA) REQUIREMENTS

For purposes of this exhibit, unless otherwise defined herein, "Grantee" or "grantee" means Pace, and "Grantor" or "grantor" means DOT, FTA, IDOT, and/or RTA.

Americans with Disabilities Act (ADA): Contractor shall comply with all applicable requirements of section 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, Contractor shall comply with any and all applicable requirements issued by FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the project.

~~**Bond Requirements**~~:

(1) ~~**Bid Guarantee**. Contractor shall furnish a Bid Guarantee in the form of a bid bond issued by a responsible bank or trust company and made payable to Pace. The amount of the Bid Guarantee shall be equal to $_____ or _____% of Contractor's total Bid price.~~

~~Pace may reject any and all Bids or part of any Bid, and Contractor may not withdraw its Bid for a period of 30 days for a Request for Quote, 90 days for an Invitation for Bid, and 180 days for a Request for Proposal or Request for Qualification after the date that Bids are due, without the prior written consent of Pace.~~

~~If Contractor should withdraw any part or all of its Bid within 90 days for an IFB or 180 days for an RFP or LIQ after the date that Bids are due without the prior written consent of Pace, or refuse or be unable to enter into this Contract, or refuse or be unable to furnish adequate and acceptable performance and payment bonds, or refuse or be unable to furnish adequate and acceptable insurance, Contractor shall forfeit its Bid Guarantee to the extent of Pace's damages occasioned by such withdrawal, or refusal, or inability to enter into this Contract, or provide adequate security thereof.~~

~~To the extent the defaulting Contractor's Bid Guarantee is inadequate to fully recompense Pace for the damages occasioned by default, then Contractor shall indemnify Pace and pay over to Pace the difference between the Bid Guarantee and Pace's total damages so as to make Pace whole.~~

(2) ~~**Performance Guarantee**. A Performance Guarantee satisfactory to Pace and in an amount equal to 100% of this Contract's value is required to ensure faithful performance of this Contract. Contractor shall provide Pace with either a Performance Bond (AIA Document A311) or an Irrevocable Stand-by Letter of Credit. Those Performance Guarantees shall remain in full force and effect for the term of this Contract or Contractor's warranty obligations under this Contract, whichever is longer. Contractor shall certify that it will provide the requisite Performance Guarantee to Pace within 10 business days after Contract award. Pace requires a fully qualified surety company acceptable to Pace and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described under that regulation to provide all Performance Bonds. Pace may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal 100% of the increase in the Contract price. Pace may secure additional protection by directing Contractor to increase the amount of the existing bond or to obtain an additional bond.~~

~~If Contractor chooses to provide a Letter of Credit as its Performance Guarantee, Contractor shall furnish, with its Bid, certification that an Irrevocable Stand by Letter of Credit will be furnished should this Contract be awarded to Contractor. Contractor shall also provide a statement from the banking institution certifying that banking institution will provide an Irrevocable Stand-by Letter of Credit for the action if this Contract is awarded to Contractor. Pace will only accept the Irrevocable Stand by Letter of Credit if:~~

~~(i) A bank in good standing issues it. Pace will not accept a Letter of Credit from an entity other than a bank.~~

~~(ii) It is in writing and signed by the issuing bank.~~

(iii) It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.

(iv) Pace is identified as the beneficiary.

(v) It is in an amount equal to 100% of the Contract value. This amount shall be in U.S. dollars.

(vi) The effective date of the Letter of Credit is the same as the effective date of this Contract.

(vii) The expiration date of the Letter of Credit coincides with the term of this Contract.

(viii) It indicates that it is being issued in order to support the obligation of Contractor to perform under this Contract. It shall specifically reference this Contract between Pace and Contractor and the work stipulated in this Contract.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to those below) to the issuing bank's representative at a location and time to be determined by the parties. That documentation will indicate that Contractor is in default under this Contract.

(3) **Payment Bonds**. Contractor shall furnish Pace with a Labor and Materials Payment Bond (AIA Document A311; no other form will be accepted) satisfactory to Pace and in an amount equal to the full value of this Contract, plus interest due on that amount, within 10 days after Contract award as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. A fully qualified surety company acceptable to Pace and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described under that regulation may issue that bond.

(4) **Attorney-In-Fact**. Any attorney-in-fact who signs a bond shall attach a copy of the applicable power of attorney to the bond.

SAMPLE BOND CERTIFICATIONS:

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned Contractor hereby certifies that it shall provide a Performance Guarantee in accordance with the specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By Letter of Credit

CONTRACTOR'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

(Insert full name and address and legal title of Contractor), as Principal, hereinafter called Contractor, and _____ (Insert full name and address and legal title of Surety), as Surety, hereinafter called Surety, are held and firmly bound unto Pace, the Suburban Bus Division of the Regional Transportation Authority, as Obligee, hereinafter called Pace, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, _____, entered into a contract with Pace for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Pace.

Whenever Contractor shall be, and is declared by Pace to be, in default under the Contract, Pace having performed Pace's obligations under the Contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with the Contract's terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Pace elects, upon determination by Pace and Surety jointly of the lowest responsible bidder, arrange for a contract between that bidder and Pace, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, means the total amount payable by Pace to Contractor under the Contract and any amendments thereto, less the amount that Pace properly paid to Contractor.

Any suit under this bond shall be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Pace or the heirs, executors, administrators, or successors of Pace.

Signed and sealed this _____ day of _____, _____.

PRINCIPAL:

Name of Principal: _____

Signature of Authorized Signatory of Principal: _____

Name and Title of Authorized Signatory of Principal: _____

WITNESS:

_____ (SEAL)
_____

SURETY:

Name of Surety: _____

Signature of Authorized Signatory of Surety: _____

Name and Title of Authorized Signatory of Surety: _____

WITNESS:

_____ (SEAL)
_____

ATTACH HERETO PROOF OF AUTHORITY OF OFFICERS OR AGENTS TO SIGN BOND.

IRREVOCALBLE STAND-BY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is the _____ (Insert Title) of the _____ (Insert Name of Beneficiary) (the "Beneficiary") and hereby certifies on behalf of the Beneficiary to _____ (Insert Name of Issuing Bank) (the "Bank), with reference to Irrevocable Stand-by Letter of Credit No. _____ issued by the Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An event of default has occurred under Contract No. _____.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, _____.

(INSERT NAME OF BENEFICIARY)

By: _____

Its: _____

BANK DRAFT

FOR VALUE RECEIVED,

Pay on presentment to _____ (Insert Name of Beneficiary) the sum of _____ Dollars ($_____). Charge the account of _____ (Insert Name of Issuing Bank) Irrevocable Stand-by Letter of Credit No. _____ dated _____, _____.

To _____ (Insert Name of Issuing Bank)

(INSERT NAME OF BENEFICIARY)

By: _____

Its: _____

~~**Bus Testing**: Contractor shall comply with the bus testing requirements under 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make the report(s) publicly available prior to final acceptance of the first vehicle by Pace.~~

Cargo Preference Requirements: Contractor shall:

(1) use privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

(2) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to Pace (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590; and

(3) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Charter Service: Contractor shall comply with 49 U.S.C. §§ 5323(d) and 5323(r) and 49 C.F.R. part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d); FTA regulations, "Charter Service," 49 C.F.R. part 604; any other federal Charter Service regulations; or federal guidance, except as FTA determines otherwise in writing. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on Contractor. Those corrective measures and remedies may include barring Contractor or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA; withholding an amount of federal assistance as provided by appendix D to part 604 of FTA's Charter Service regulation; or any other appropriate remedy that may apply. Contractor should include the substance of this clause in each subcontract that may involve operating public transit services.

Civil Rights Laws and Regulations:

The following federal civil rights laws and regulations apply:

(1) Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

(a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

(b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

(2) Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

(3) Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals aged 40 and over on the

basis of age.

(4) Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

Civil Rights and Equal Opportunity

Pace is an equal opportunity employer. As such, Pace shall comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, Pace shall comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, Contractor shall at all times comply with the following requirements and shall include the requirements in each subcontract entered into as part thereof:

(1) **Nondiscrimination**. In accordance with federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

(2) **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). That action includes but is not limited to the following: employment, promotion, 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, Contractor shall comply with any implementing requirements FTA may issue.

(3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reasons of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(5) **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against individuals on the basis of disability. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(6) **Promoting Free Speech and Religious Liberty**. Contractor shall ensure that federal funding is expended in full accordance with the U.S. Constitution, federal law, and statutory and public policy requirements, including but not limited to those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Clean Air Act and Federal Water Pollution Control Act: The following applies for contracts of amounts in excess of $150,000:

(1) **Clean Air Act**.

(a) Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor shall report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the Environmental Protection Agency.

(c) Contractor shall include the foregoing requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FTA.

(2) **Federal Water Pollution Control Act**.

(a) Contractor shall 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.
(b) Contractor shall report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
(c) Contractor shall include the foregoing requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FTA.

Conformance with Its National Architecture: Intelligent Transportation Systems (ITS) projects must conform to the National ITS Architecture and standards pursuant to 23 C.F.R. § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 C.F.R. parts 613 and 621).

Contract Work Hours and Safety Standards Act:

This requirement applies to all FTA grant and cooperative agreement programs.

Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. part 5. See 2 C.F.R. Part 200, Appendix II.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Those requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

(1) **Overtime Requirements**. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which such laborer or mechanic is employed on such work to work in excess of 40 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. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or to contracts for transportation or transmission of intelligence.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages**. In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, that Contractor and subcontractor will be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to that District, or to that territory) for liquidated damages. Those liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for Unpaid Wages and Liquidated Damages**. Pace shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by 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 that Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts**. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

~~**Davis-Bacon Act and Copeland Anti-Kickback Act**: For all prime construction, alteration, or repair contracts in excess of $2,000 and funded in whole or in part by the FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148, as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with that statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.~~

Energy Conservation: Contractor shall 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 (42 U.S.C. § 6201).

Equal Employment Opportunity: During the performance of this Contract:

(1) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action includes, but is not 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. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to Contractor's books, records, and accounts by Pace and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Fly America:

(1) Definitions. As used in this clause:

(a) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
(b) "United States" means the 50 states, the District of Columbia, and outlying areas.
(c) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When federal funds are used to fund travel, section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. That Act also requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, Contractor, in performing work under this Contract, shall use U.S.- flag air carriers for international air transportation of personnel (and their personal effects) or property.

(4) In the event Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see FAR § 47.403): [state reasons].

(5) Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this Contract that may involve international air transportation.

Incorporation of FTA Terms: The federal provisions in this Contract include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 C.F.R. § 200 or as amended by 2 C.F.R. § 1201, or in the most recent version of FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of FTA terms and conditions.

No Government Obligation to Third Parties: Notwithstanding any concurrence by the federal government in or approval of the solicitation or award of this Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and will not be subject to any obligations or liabilities to Pace, Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. Contractor shall include the above clause in each subcontract

financed in whole or in part with federal assistance provided by FTA and shall not modify the clause, except to identify the subcontractor who will be subject to its provisions.

Notice to Third-Party Participants: Federal requirements that apply to Pace or the award, the FTA Master Agreement between Pace and FTA, and any amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in that FTA Master Agreement, including any information incorporated by reference and made part of that FTA Master Agreement. Applicable changes to those federal requirements will apply to each third-party agreement and parties thereto at any tier.

Notification to FTA: If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify Pace, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the region in which Pace is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

(2) Matters that may affect the federal government include, but are not limited to, the federal government's interests in the award, the Master Agreement between the FTA and Pace, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.

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

Patent Rights and Rights in Data: If this Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes, certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant to Pace intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights must be finalized prior to execution of this Contract and must, at a minimum, include the following restrictions:

Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Contract. Examples of "subject data" include, but are not limited to, computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of this Contract.

(1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "federal government purposes," any subject data or copyright described below. For "federal government purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the federal government may not extend its federal license to any other party.

(a) Any subject data developed under this Contract, whether or not a copyright has been obtained; and
(b) Any rights of copyright purchased by Contractor using federal assistance in whole or in part by FTA.

(2) Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under this Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under this Contract will become subject data as defined herein and will be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Contractor shall indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. Contractor will not be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

(4) Nothing contained in this clause on rights in data will imply a license to the federal government under any patent or will be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

(5) Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by this Contract is exempt from the requirements herein, provided Contractor identifies those data in writing at the time of delivery of the Contract work.

(6) Contractor shall include the foregoing requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

~~**Pre-Award and Post-Delivery Audits of Rolling Stock Purchases**: Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its Bid. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.~~

Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, 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 this Contract or FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, 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 may impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the federal government deems appropriate.

Contractor further 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. chapter 53, the federal government may impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and shall not modify the clauses, except to identify the subcontractor who will be subject to the provisions.

Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment:

(1) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is defined as follows:

(a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(b) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(c) telecommunications or video surveillance services provided by such entities or using such equipment; or

(d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services to procure replacement equipment and services and to ensure that communications service to users and customers is sustained.

(3) See Public Law 115-232, section 889 for additional information.

(4) See also § 200.471.

Prompt Payment: Contractor shall pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

Contractor must not terminate or substitute a DBE subcontractor performing work related to this Contract without the prior written consent of Pace and must make good-faith efforts to engage a DBE subcontractor to perform at least the same amount of work.

Public Transportation Employee Protective Arrangements: Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

(1) **U.S. Department of Labor Certification**. Under this Contract or any amendments to this Contract that involve public transportation operations that are supported with federal assistance, a certification issued by the U.S. Department of Labor is a condition of this Contract.

(2) **Special Warranty**. If this Contract involves public transportation operations and is supported with federal assistance appropriated or made available by 49 U.S.C. § 5311, the U.S. Department of Labor will provide a Special Warranty for its award, including its award of federal assistance under the Tribal Transit Program, and the Special Warranty is a condition of this Contract.

(3) **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA may make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23 of the United States Code (flex funds) and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated in this Contract as required.

Safe Operation of Motor Vehicles:

(1) **Seat Belt Use**. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or Pace.

(2) **Distracted Driving**. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted

drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

~~**School Bus Operations**: Contractor shall comply with 49 U.S.C. § 5323(f) and 49 C.F.R. part 605 and shall not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under federal transit laws, specifically 49 U.S.C § 5323(f); FTA regulations, "School Bus Operations," 49 C.F.R. part 605; any other federal school bus regulations; or federal guidance, except as FTA determines otherwise in writing.~~

~~If Contractor violates this Contract, FTA may bar Contractor from receiving federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate.~~

~~When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.~~

~~Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may involve operating public transit services.~~

~~**Seismic Safety**: Any new building or addition to an existing building must be designed and constructed in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations at 49 C.F.R. part 41, and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall 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.~~

Solid Wastes: Pace shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Special DOL EEO Clause:

During the performance of this Contract if this Contract is for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee:

(1) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action includes, but is not 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. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Pace further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

Substance Abuse Requirements: Contractor shall establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Pace, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. Contractor shall certify annually its compliance with part 655 and submit the Management Information System (MIS) reports to Pace.

Trafficking in Persons: Contractor and its employees that participate in Pace's award may not:

(1) engage in severe forms of trafficking in persons during the period of time that Pace's award is in effect;
(2) procure a commercial sex act during the period of time that Pace's award is in effect; or
(3) use forced labor in the performance of Pace's award or sub-agreements thereunder.

Veterans Employment: If working on a capital project funded using federal financial assistance, Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities required to perform construction work required under this Contract. This clause must not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

~~**Buy America and Build America, Buy America Requirements**: Contractor shall comply with 49 U.S.C. § 5323(j), 49 C.F.R. part 661, and 2 C.F.R. § 200.322 (Domestic preferences for procurement, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.~~

~~Construction materials used in the project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70901 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.~~

~~Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11.~~

~~Contractor shall submit the appropriate Buy America certification to Pace. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see FTA's Buy America webpage at https://www.transit.dot.gov/buyamerica.~~

Debarment and Suspension: Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. Those provisions apply to each contract at any tier of $25,000 or more, each contract at any tier for a federally required audit (irrespective of the contract amount), and each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors: are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred from participation in any federally assisted award, suspended from participation in any federally assisted award, proposed for debarment from participation in any federally assisted award, declared ineligible to participate participation in any federally assisted award, voluntarily excluded from participation in any federally assisted award, or disqualified from participation in any federally assisted award. When submitting its Bid to Pace, Contractor shall certify as follows:

The certification in this clause is a material representation of fact relied upon by Pace. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Pace, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while Contractor's Bid is valid and throughout the period of any contract that may arise from the Bid. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Federal Tax Liability and Recent Felony Convictions:

When submitting its Bid to Pace, Contractor shall certify that it:

(1) does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) was not convicted of a felony criminal violation under any federal law within the preceding 24 months.

If the contractor cannot so certify, Pace will refer the matter to FTA and not enter into any contract with Contractor without FTA's written approval.

Contractor shall flow down the requirement in this provision to participants at all lower tiers without regard to the value of any sub-agreement.

Restrictions on Lobbying:

(1) **Conditions on Use of Funds**.

(a) No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: 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.

(b) Each person who requests or receives from an agency a federal contract, grant, loan, or cooperative agreement must file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a federal contract, grant, loan, or a cooperative agreement must file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan must file with that agency a statement whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan must file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with that loan insurance or guarantee.

(2) **Certification and Disclosure**.

(a) Each person must file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) award of a federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person must file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) a federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) a cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
(2) a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
(3) a change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section

(1) a subcontract exceeding $100,000 at any tier under a federal contract;
(2) a subgrant, contract, or subcontract exceeding $100,000 at any tier under a federal grant;
(3) a contract or subcontract exceeding $100,000 at any tier under a federal loan exceeding $150,000; or
(4) a contract or subcontract exceeding $100,000 at any tier under a federal cooperative agreement

must file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, must be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person must forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section will be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation will be borne solely by the tier filing that representation and will not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989 but not made before that date, certifications are required at award or commitment, covering activities occurring between December 23, 1989 and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions but not made before December 23, 1989, disclosure forms are not required at time of award or commitment but must be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C of 49 C.F.R. part 20.

~~**Transit Vehicle Manufacturer ("TVM")**. If Contractor is a transit vehicle manufacturer wanting to submit a Bid in response to an FTA-assisted transit vehicle procurement, Contractor certifies that it has complied with the requirements of 49 C.F.R. § 26.49. In the event Pace, in its discretion and with FTA approval, establishes project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of 49 C.F.R. § 26.49, Contractor's certification will not apply.~~

Financial Assistance Contract: This Contract is subject to the terms and conditions of the financial assistance agreements between Pace and other sponsoring agencies, including the FTA, IDOT, and RTA. Contractor and its subcontractors shall comply with the requirements of those agreements.

~~**Illinois Prevailing Wage Act**: It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers, and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics, and other workers employed in any public works, as defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Public works is defined as all fixed works constructed or demolished by any public body or paid for wholly or in part out of public funds.~~

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

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of $500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee shall ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance. Contractor shall cooperate with grantee regarding any matters relating to compliance with the Illinois Works Apprenticeship Initiative, including promptly completing and submitting forms and documents and providing information and documents required for such compliance upon grantee's written request.

Bid Rigging: The Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

Changes in State Requirements: The Grantee agrees that the most recent of such state requirements in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing state requirements, the Grantee agrees to include in all third-party contracts financed in whole or in part with State assistance, specific notice that state requirements may change, and such changed requirements will apply to the Project and the contract(s).

Compliance with Nondiscrimination Laws: The Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity, including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code part 750, which is incorporated herein;
(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
(c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. 2000a- and 2000h-6) (see also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685]);
(d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
(e) The Americans with Disabilities Act of 1990 (as amended) (42 U.S.C. 12101 et seq.); and
(f) The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Contracts of the Grantee: The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract and that the contract shall be subject to the terms and conditions of this Agreement.

Debarment and Suspension: The Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 C.F.R. 200.205(a) or by the state (see 30 ILCS 708/25(6)(G)).

The Grantee certifies that it is in compliance with subpart C of 2 C.F.R. part 180 as supplemented by 2 C.F.R. part 376, subpart C.

Debt to State: The Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

Drug Free Workplace: The Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to the applicable Grant Agreement between IDOT and the RTA.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

****THIS IS A SPECIMEN. THE STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION THAT CONTRACTOR MUST SIGN IF APPLICABLE IS LOCATED BELOW WITH THE OTHER CERTIFICATIONS.****

_____

Signature of Authorized Representative
Title:
Date:

General Audit and Inspection: The Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Goods from Child Labor Act: The Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

Illinois Works Review Panel. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

International Boycott: The Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 C.F.R. parts 730 through 774).

Labor Law Compliance: The Grantee agrees to comply with all labor laws pertaining to the Project, if any, and all applicable state and federal laws and regulations, including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee should be aware that the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.) may apply to contracts funded or financed in whole or in part with State funds.

The Grantee also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to such compliance.

Organizational Conflict of Interest: The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or the Grantee or impair the objectivity in performing the contract work.

Prohibited Interest of Local Officials: No members, officers, or employees of Pace or local public officials at Pace may, during their tenure and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

Pursuant to Federal, State, and Local Law: In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state, and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

Records Retention: The Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 C.F.R. 200.333, unless a different retention period is specified in 2 C.F.R. 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.

Third-Party Contract Changes: After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor, and, where required, until the Uniform Budget has been amended by the Grantor as may be necessary to accommodate such change or modification.

Allowable Costs: Grant funds shall only be used to pay or reimburse the Grantee for Allowable Costs for a Project which meet all of the requirements set forth below and are consistent with the terms of the applicable Grant Agreement between the RTA and Pace.

Audits: The Grantee shall permit, and shall require its contractors to permit, at any time, the RTA, or any representative authorized by the RTA to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with regard to each Project, and to audit the books, records, and accounts of the Grantee and its contractors with regard to each Project. The RTA also may require the Grantee to furnish at any time prior to closeout of any Subgrant within the Grant, audit reports with respect to the Subgrant prepared according to generally accepted accounting principles. The Grantee agrees to promptly comply with recommendations contained in any RTA audit report.

Labor Law Compliance: The Grantee agrees to comply with the Labor Law Compliance provisions of any FTA Grant Contract pertaining to any Project funded by this Grant and all applicable federal and state labor laws and regulations, including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

The Grantee also agrees to require any contractor doing construction work or performing professional or consulting service in connection with any Project to agree to adhere to the requirements of this Article. Each contract and subcontract for construction shall contain a project labor agreement (PLA) approved by the RTA unless the RTA agrees to proceed with a contract otherwise.

Pursuant to Federal, State, and Local Law: In performance of its obligations pursuant to this Agreement, the Grantee and the contractors shall comply with all applicable provisions of federal, state, and local law, and in particular those laws specifically listed in the applicable Grant Agreement between the RTA and Pace.

Records Retention:

(a) Financial records, supporting documentation, statistical records, and all other records pertinent to a Grant must be retained by recipients and be made readily available to authorized representatives of the RTA with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of property acquired with RTA funds must be retained for three years after final disposition of the property, or such longer period as may be required by the terms of the applicable Grant Agreement between the RTA and Pace.

~~CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS~~
~~FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS~~

~~Bidder shall complete this certificate and submit it to Pace with Bidder's Bid if the procurement exceeds $150,000.00; steel, iron, or manufactured products (as defined in 49 C.F.R. §§ 661.3 and 661.5) are being procured; and federal funds are to be utilized. Pace will reject as non-responsive a Bid that is not accompanied by a completed Buy America certificate.~~

~~Certificate of Compliance with Buy America Requirements~~

~~Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. part 661.~~

~~**Date:** _____~~
~~**Signature:** _____~~
~~**Company:** _____~~
~~**Name:** _____~~
~~**Title:** _____~~

~~Certificate of Non-Compliance with Buy America Requirements~~

~~Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.~~

~~**Date:** _____~~
~~**Signature:** _____~~
~~**Company:** _____~~
~~**Name:** _____~~
~~**Title:** _____~~

~~CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS~~
~~FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT~~

~~Bidder shall complete this certificate and submit it to Pace with Bidder's Bid if the procurement exceeds $150,000.00, buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, and federal funds are to be utilized. Pace will reject as non-responsive a Bid that is not accompanied by a completed Buy America certificate.~~

~~Certificate of Compliance with Buy America Requirements~~

~~Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. § 661.11.~~

~~**Date:** _____~~
~~**Signature:** _____~~
~~**Company:** _____~~
~~**Name:** _____~~
~~**Title:** _____~~

~~Certificate of Non-Compliance with Buy America Requirements~~

~~Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C) and the applicable regulations in 49 C.F.R. § 661.7.~~

~~**Date:** _____~~
~~**Signature:** _____~~
~~**Company:** _____~~
~~**Name:** _____~~
~~**Title:** _____~~

~~CERTIFICATE OF COMPLIANCE WITH BUILD AMERICA, BUY AMERICA REQUIREMENTS FOR IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS USED FOR INFRASTRUCTURE~~

~~Bidder shall complete this certificate and submit it to Pace with Bidder's Bid if iron, steel, manufactured products, or construction materials, will be used for infrastructure (as that term is defined in section 70912 of the Build America, Buy America Act) and federal funds are to be utilized. Pace will reject as non-responsive a Bid that is not accompanied by a completed Build America, Buy America certificate.~~

~~Certificate of Compliance with Build America, Buy America Requirements~~

~~Bidder hereby certifies that it will comply with the requirements of Pub. L. 117-58, div. G, tit. IX, §§ 70901—70927.~~

~~**Date:** _____~~
~~**Signature:** _____~~
~~**Company:** _____~~
~~**Name:** _____~~
~~**Title:** _____~~

~~Certificate of Non-Compliance with Build America, Buy America Requirements~~

~~Bidder hereby certifies that it cannot comply with the requirements of Pub. L. 117-58, div. G, tit. IX, §§ 70901—70927, but it may qualify for a waiver to the requirements pursuant to Pub. L. 117-58, div. G, tit. IX, § 70914(b).~~

~~**Date:** _____~~
~~**Signature:** _____~~
~~**Company:** _____~~
~~**Name:** _____~~
~~**Title:** _____~~

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned, on behalf of the Bidder identified below, certifies:

(1) Bidder's principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be debarred from participation in any federally assisted award, suspended from participation in any federally assisted award, proposed for debarment from participation in any federally assisted award, declared ineligible to participate participation in any federally assisted award, voluntarily excluded from participation in any federally assisted award, or disqualified from participation in any federally assisted award.

(2) The certification in this clause is a material representation of fact relied upon by Pace. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to remedies available to Pace, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while Bidder's Bid is valid and throughout the period of any contract that may arise from the Bid. Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____
Name of Bidder

_____
Signature of Bidder's Authorized Representative

_____
Name of Bidder's Authorized Representative

_____
Title of Bidder's Authorized Representative

_____
Date

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

_____
Name of Organization

_____
Signature of Organization's Authorized Representative

_____
Name of Organization's Authorized Representative

_____
Title of Organization's Authorized Representative

_____
Date

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS CERTIFICATION

The undersigned, on behalf of the Bidder identified below, certifies that the Bidder (a) does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (b) was not convicted of a felony criminal violation under any federal law within the preceding 24 months.

_____
Name of Bidder

_____
Signature of Bidder's Authorized Representative

_____
Name of Bidder's Authorized Representative

_____
Title of Bidder's Authorized Representative

_____
Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned, on behalf of the Bidder identified below, certifies, to the best of the undersigned's knowledge or belief, that:

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

(2) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (the Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration); and

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

_____
Name of Bidder

_____
Signature of Bidder's Authorized Representative

_____
Name of Bidder's Authorized Representative

_____
Title of Bidder's Authorized Representative

_____
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial filing
b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$_____

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A if necessary)

11. Amount of Payment (*check all that apply*):

$_____ ☐ actual ☐ planned

12. Form of Payment (*check all that apply*):

a. cash
b. in-kind; specify: nature _____
value _____

13. Type of Payment (*check all that apply*):

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(*attach Continuation Sheet(s) SF-LLL-A, if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ **Date:** _____

Federal Use Only:

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Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of** _____

~~TRANSIT VEHICLE MANUFACTURER ("TVM") CERTIFICATION~~

~~The undersigned, on behalf of the Bidder identified below, certifies that the Bidder has complied with the requirements of 49 C.F.R. § 26.49.~~

_____

~~Name of Bidder~~

_____

~~Signature of Bidder's Authorized Representative~~

_____

~~Name of Bidder's Authorized Representative~~

_____

~~Title of Bidder's Authorized Representative~~

_____

~~Date~~

REQUEST FOR PROPOSAL NO. 422844
MOBILITY ON DEMAND SOFTWARE AS A SERVICE (SaaS)
SCOPE OF WORK

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REQUEST FOR PROPOSAL NO. 422844
MOBILITY ON DEMAND SOFTWARE AS A SERVICE (SaaS)
SCOPE OF WORK

I. DEFINITIONS

Americans with Disabilities Act (ADA): Public Law 336 of the 101st Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.). The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. Public entities that operate fixed route transportation services for the public are required by the U.S. Department of Transportation (DOT) regulations implementing the ADA to provide complementary paratransit service for persons who, because of their disability, are unable to use the fixed route system. These regulations (49 CFR Parts 27, 37, and 38) include eligibility requirements and service criteria that must be met by complementary paratransit service programs.

ADA Paratransit: It is the demand response service required to provide comparable transportation service in accordance with ADA transportation regulations for individuals with disabilities who are not able to access the fixed route system. This service is to be comparable to the fixed route system in the service area.

Application Programming Interface: A software intermediary that offers a service to other pieces of software.

Carpool: An arrangement between two or more people who travel together in a private vehicle. Pace Rideshare provides a platform to connect commuters in forming such arrangements.

Cloud Solution: A software platform that is delivered on demand over the internet and is not hosted on Pace resources.

Complaint: An individual instance of communication with one or more service-related issues about Pace provided service.

Deep Link: A link within the Mobility as a Service platform that takes users straight to a specific in-app location to allow them to complete an action that cannot be done on the Mobility as a Service platform.

Demand Responsive System: Any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand responsive service.

Fixed Route System: Public transportation service provided in vehicles operated along predetermined routes according to a fixed schedule. ADA Paratransit service provides complementary service which mirrors Pace and Chicago Transit Authority (CTA) fixed route service (excluding express routes).

Individual with a Disability: An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302(a)(5).

Mobility as a Service (MaaS): Mobility as a Service is a type of service that, through a joint digital channel, enables users to plan, book, and pay for multiple types of mobility services.

Native Integration: When an application provides a direct means of interacting with another through the use of application programming interfaces. Users do not have to interact with multiple applications, but can complete their request entirely within the Mobility as a Service platform.

No Show: Instance when an approved Pilot program rider confirms a trip, a vehicle arrives to pick-up the customer and that customer is not present.

Non-Dedicated Service Provider (NDSP): A company contracted by Pace to operate vehicles on a non-dedicated basis onto which trips are scheduled. NDSPs may be technology platforms, traditional taxi fleets, transportation brokerages or other companies who work in tandem to provide transportation to Pace on an as-needed basis.

On Demand: A reservation-based, shared-ride service in designated service areas throughout the Pace service area.

Pace Rideshare: The platform Pace is using to assist commuters in forming carpools and vanpools.

Paratransit: A mode of transportation provided on a demand response basis.

Reservation: The processing of a trip request by eligible riders for paratransit demand response service.

Rideshare/Transportation Network Company: A company that, via websites, mobile application or other means, matches passengers with drivers of vehicles for hire.

Service Provider/Contractor: A transportation carrier under contract with Pace to provide transportation services. This includes but is not limited to Taxi Independent providers, Taxi Affiliations, Companies in Livery service, Paratransit bus or van, providers, and Rideshare/Transportation Network Companies.

Service Area: A predefined geographical area in which Pace or one of Pace's service contractors provide service.

Software as a Service (SaaS): A method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers.

Subscription Agreement: A formal agreement between Pace and the platform Contractor to provide service in exchange for a monthly payment.

Trip: A trip shall be defined as transporting an eligible rider from the scheduled origin to destination. Travel from an origin to a destination is one trip.

Trip Chaining: A process where multiple trips are linked together. Trip chaining is not allowed under this contract to ensure multiple subsidies are not used by an Approved Pilot Customer to circumvent Pace subsidized cost for a rider to reach their destination from their origin.

User Experience (or "UX"/"UE"): How a user of the software interacts with and experiences the platform being provided.

Vanpool: A workday rideshare arrangement for commuters who live/work in the six Chicagoland area counties (Cook, DuPage, Kane, Lake, McHenry, and Will) where passengers pay a low monthly fare to utilize a Pace vehicle. Pace Rideshare provides a platform to connect commuters in forming such arrangements.

II. ACRONYMS

ADA	Americans with Disabilities Act of 1990
API	Application Programming Interface
CTA	Chicago Transit Authority
DOT	Department of Transportation
ETA	Estimated Time of Arrival
FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
GBFS	General Bike Feed Specification
GOFS	General On-Demand Feed Specification
GTFS	General Transit Feed Specification
HIPAA	Health Insurance Portability and Accountability Act of 1996
IDOT	Illinois Department of Transportation
IVR	Interactive Voice Response
MaaS	Mobility as a Service
NDSP	Non-Dedicated Service Provider
NDV	Non-Dedicated Vehicle
NNMCC	North Mobility Management Call Center
NTD	National Transit Database
PCA	Personal Care Attendant
PID	Paratransit ID Number
PII	Personally Identifiable Information
RMMCC	Regional Mobility Management Call Center
RTA	Regional Transportation Authority
SaaS	Software as a Service
SDK	Software Development Kit
SLA	Service Level Agreement
TAP	Taxi Access Program
TNC	Transportation Network Company
USDOT	U.S. Department of Transportation
UX/UE	User Experience
WAV	Wheelchair-Accessible Vehicle

III. AGENCY BACKGROUND

Pace, the Suburban Bus Division of the Regional Transportation Authority (RTA), is a public transit agency based in Arlington Heights, Illinois, providing fixed route bus, ADA Paratransit, Vanpool, Suburban Dial-a-Ride and On Demand services to a six-county region of northeastern Illinois made up of Chicago and the suburbs. Total annual ridership across these services is approximately 40 million. The agency was established as a unit of local government in 1983 via state legislation and began operation a year later. Pace is governed by a 13-member board of directors comprised of current and former suburban mayors or village presidents, along with the City of Chicago Commissioner of the Mayor's Office for People with Disabilities. Pace operates one of the largest fleets in North America and one of the largest ADA Paratransit (accessible transportation for people with disabilities) systems in the country. Dial-a-ride services in suburban areas are provided in partnership with various units of government and some human service agencies; each sponsoring entity sets its own rules for eligibility, fares, advance-reservations, and service area. Additional agency information is available on the Pace website: www.pacebus.com.

Pace On Demand is a reservation-based, shared-ride service in ten (10) designated service areas throughout the suburban region. Pace On Demand services are designed to meet transit demand in areas where ridership demand is too low for traditional fixed route bus service; providing the first/last mile connections with the regional transit network. Reservations and recurring trips (trips with the same origin and destination on the same schedule) can be made in advance. Riders are picked up and dropped off in the most convenient order. Additionally, at prescribed times during the hours of operation, riders may transfer to and from fixed route buses and commuter train stations.

IV. PROJECT OVERVIEW / OBJECTIVES

Pace procured software to facilitate online booking and driver routing for On Demand service in 2014. The software was initially deployed in one (1) service area and after that initial pilot period, was deployed in the other nine (9) active service areas. Pace, like many other agencies during the COVID-19 pandemic, has seen changes to the way the traveling public uses transit services in the Chicagoland region. Considering these changes, Pace is working to implement different types of the latest technology to connect the traveling public to the services that would be most useful to them, including potential upcoming service pilots. Pace is seeking a Contractor for a Software as a Service (SaaS) technological solution (the "Project") for its On Demand service.

The proposed SaaS software would allow Pace to implement new advances in passenger-facing transit technology to facilitate better trip planning, easier booking and payment, and better partnerships between the public and private sector with the goal of providing the traveling public improved transit options that reflect the changes in the shared use mobility landscape.

This Scope of Work is for the technological platform to provide the public with:

1) A modern booking platform containing complete, accurate, and up-to-date information—including schedule, service, fare, access, and geographic data using open standards—to help passengers of any ability to plan, book, and manage travel via phone, app, or web browser; including to provide riders with real-time vehicle arrival information.

2) A dispatcher and driver application and backend software to optimize, route (using GPS directions and messaging via an in-vehicle tablet), monitor, facilitate trips (including booking), and ensure that data is properly logged digitally by eliminating manual manifest record keeping by drivers.

3) An administrative portal with advanced data analytics to facilitate expansion and service analysis, as well as provide reports to Pace staff and Federal, State, and local partners. The technology platforms should integrate with existing systems, whenever possible, and allow for the required features of the service as described in Section VI. The platform should incorporate the latest mobility on demand technologies and improve the general management and convenience of Pace On Demand services.

Contractors are encouraged to provide comments, feedback, and recommendations for changes or improvements to the scope of work in line with developing a cost effective, productive software solution to meet Pace's goals and objectives. Pace encourages contractors to identify any functions that could substantially reduce the cost of contracted services if performed or provided by Pace directly.

V. CONTRACTOR REQUIREMENTS

Pace is seeking a contract with contractor that have demonstrable, significant experience in the On Demand software space, particularly with producing high-quality software for passengers, dispatchers, drivers, and administrative staff. Contractor should have staff available to support Pace in this project and be open to exchanging knowledge/insights between Pace and their contractor. Contractor should also have experience in executing long-term partnerships with outside vendors. Contractor should note if they have experience working with Mobility as a Service (MaaS) platforms, particularly Transit app, as part of their response.

VI. REQUIRED FEATURES OF SERVICE PROVIDED

1. **Application** – Contractor shall provide a technology platform in the form of an application. This application shall be available for download in the Apple and Android app stores, preferably under the Pace account and branding. The application should also be accessible via a web browser such as Chrome, Edge, or Firefox. The application should be user-friendly and feature a user experience (UX) that ensures a high-quality experience for all passengers, including individuals with disabilities and individuals who may not be advanced smartphone users. The application should be compliant with applicable U.S. laws such as Section 508, the Americans with Disabilities Act (ADA), and developed in line with W3C's Web Content Accessibility Guidelines (WCAG). Pace prefers all interfaces meet WCAG 2.0 AA standards or higher. Pace requires that any passenger facing interface (i.e., mobile, website, etc.) meets WCAG 2.0 AA standards or higher.

   Contractor must also provide a driver application on an Android tablet (or similar, see Section XIII) that will be in the vehicle. Driver application must provide the ability to access the manifest, GPS routing and directions, and passenger management tools (such as marking them as

boarded/alighted, no-show, etc.). Current tablet specifications are provided at the end of this Scope of Work.

The application should be interoperable (or develop integrations) with Pace's technology platforms including the recently approved MaaS pilot with Transit app. Should Pace change MaaS platforms, the contractor must be able to integrate with the new platform. The technology platform should conform to the specifications laid out by the MaaS platform. The contractor's APIs and other supporting work/development should meet the requirements outlined by our current platform, Transit app, under their guidelines (located here: https://resources.transitapp.com/article/397-on-demand-transit-api-guidelines).

2. **Interoperability** – Contractor shall make the application compatible with other Application Programming Interface (API) or general feed specifications (i.e, GOFS). General feed specifications should comply with MobilityData standards and use the latest revisions (including non-finalized specifications, if necessary). At a minimum, deep linking will be required with Pace's MaaS pilot. Pace prefers as much native integration as possible with other Pace platforms.

   Pace is seeking a platform that is highly scalable and continues to evolve with developments in the transportation/transit industries and improves passengers access to Pace On Demand services.

3. **Trip Planning** – Contractor shall provide a trip planning platform as part of the application that integrates CTA, Metra, and Pace services at a minimum across the region. Additional transportation services integrated into the platform are preferred, but not necessary. As noted, Pace has partnered with Transit app to provide comprehensive trip planning services.

4. **Registration** – Contractor shall provide a way for passengers to register for an account within the application, if necessary for saving favorite trips, preferences, booking, etc. Pace is open to collaborating on which features require registration. At a minimum, registration must include a first/last name, phone number, email, and username/password. Pace requires that a password consist of a minimum of eight (8) alphanumeric characters and must contain one (1) number and one (1) symbol. Passwords should be required to be changed every 90 days at a minimum. Contractor shall provide a way for passengers to indicate they need accessible service. Should passengers need account access assistance, contractor are responsible for providing a method to reset account or provide technical support. Registration system must be able to check for and prevent multiple registrations by the same user.

5. **Reservations** – Contractor shall provide a trip reservation system for both passengers and Pace dispatching staff. Pace prefers that trips are available on demand, however, a "10 minutes in advance" window is acceptable. System should offer passengers a return trip. Return trip should be no sooner than 45 minutes after initial booking. Reservation system must be able to handle single vehicle or multiple vehicle operation. Reservation system must be able to handle booking from outside sources, such as Pace's MaaS pilot, using a deep link or other integration.

6. **Special Operating Modes** – Contractor platform should be able to handle the various operating modes across the different On Demand services. Contractor should review Pace's existing services. Pace is willing to consider other options and contractor should explicitly highlight alternative solutions and explain why their system does not support an operating mode.

   All services have a timed transfer point where passengers are able to board without a reservation. Some services operate a shuttle during certain times of the day (for instance, Wheaton-Winfield operates a shuttle from the Metra to the Judicial Center on an hourly basis). Two of Pace's existing zones share a border and contractor platform should be able to handle transferring between zones with a single booking. Pace may also wish to run dedicated special event service, so system must be able to accommodate last minute changes to the service parameters. This list is not exhaustive and future developments may require other special operating modes not listed here.

   Pace On Demand currently operates in ten (10) zones. Contractor platform must be scalable and able to accommodate any increase or decrease in the number of provided service zones. Pricing should be upfront about changes in cost based on number of operated zones.

7. **Future Developments** – Contractor platform should be flexible in supporting future operating modes and/or pilots. For instance, Pace may investigate a pilot with Transportation Network Companies (TNC) to offload excess demand to those services. Contractor platform should be able to support this type of rider's choice model or be willing to develop integrations and systems.

8. **Passenger Notices** – Contractor shall provide integration for displaying passenger notices and service alerts within the application. Passengers should be able to subscribe to alerts and/or push notifications for their preferred services. If available, application should display vehicle/trip delays, detours, closures, stop changes, etc. on route maps or other visual depictions. If service alerts are not possible, contractor should explicitly highlight alternative solutions and explain why their system does not support service alerts.

9. **Ventra** – Vehicles are equipped with Ventra readers. Vehicles can accept cash or Ventra as forms of trip payment. Payment occurs on-board the vehicles and are currently not prepaid using the software/app. Ventra can be used for single trips or passengers can also load value onto the card or purchase a pass (such as a 1/3/7/30-day CTA/Pace pass). Pace may wish to add a credit/debit card option. Software should be able to handle credit/debit card payments from the beginning, if desired by Pace.

   Software integration with Ventra is not required for the Project at this time. Contractor platform should be able to handle fare payments natively through their application should Pace wish to integrate at a later date. Contractor should be open to engaging in discussions regarding scoping of such integration.

VII. DELIVERABLES

1. Contractor shall develop an installation plan that will be approved by Pace. The installation plan shall detail all necessary tasks and the schedule to complete and implement the SaaS platform. The plan should include all tasks necessary and their timeline, Pace staff and resources, contractor personnel and resources, testing and training, and other items needed to implement the platform.

2. Contractor shall provide maintenance and technical support through a subscription agreement between Pace and the contractor. Subscription agreement will commence with acceptance of platform by Pace into production after the transition period as indicated in Section XII. The agreement will include any platform upgrades, bug fixes, patches, and other technical support and maintenance necessary for the platform to operate for the duration of the contract.

3. Contractor shall launch mobile app including integrations requested by Pace. Integration with Pace's MaaS platform must be available at launch.

4. Contractor shall deliver to Pace monthly utilization reports in a searchable database. contractor should provide data in something like Google Analytics, or equivalent, to assist with real-time data query and analysis. Pace may request custom queries and contractor should be able to create custom reports or bespoke queries. The standard reports should include, but not be limited to, the following data:
    a. Standard NTD reporting including passenger miles, actual (not derived) trip distance and trip time, etc.
    b. Number of app downloads
    c. Number of account registrations
    d. Number of unique users (cumulative and active this month/week/day, new this month/week/day)
    e. Requested/actual pickup/drop off times
    f. Average wait time for passenger requesting a general (non-accessible) ride for demand response services
    g. Average wait time for passenger requesting an accessible ride for demand response services
    h. Median/average trip distance and duration for demand response services
    i. Data for each trip showing date, count of vehicle occupants, pick-up/drop-off times, trip origin/destination for demand response services
    j. Missed trips, dropped trips, no show trips, and denied trips
    k. Out of service zone requests
    l. Additional trip characteristics such as whether the trip was booked ASAP or whether there was a definite pickup/drop off time, whether the trip was part of a connected journey with another fixed route or demand response service, nearest fixed route stop, etc.

5. Contractor shall provide anonymized origin-destination data for each trip request. Data shall show latitude/longitude coordinates of start and end points, but shall not contain personal identifying information (name, address, phone number, user ID, account number) in compliance with any relevant federal, state and/or local laws or regulations (HIPAA, ADA, etc.). Each rider shall receive

a randomly generated unique ID number that is different from any account number used by the contractor.

6. Contractor shall provide a platform that consists of a passenger-facing interface (including app), driver app, and a dashboard for analytics and administrative oversight by Pace. The platform shall provide access to data through an Application Programming Interface (API) for Pace to utilize or provide to external partners/developers.

7. Contractor shall help Pace communicate with riders to conduct follow-up surveys, in-app if feasible. Pace and contractor shall coordinate on frequency of surveys.

8. Contractor shall handle all customer inquiries, complaints, and technical support regarding creation or management of passenger accounts and contractor's trip reservation platform.

9. Contractor shall provide Pace with a Project Manager and designated back-up who will serve as the main point of contact to resolve issues in real time. This person will be the main point of contact for Pace. This person shall be available to meet with Pace in person and via virtual communication channels.

10. Contractor shall attend (in-person or via teleconference) weekly or bi-weekly project meetings for the project's first 3 months, meeting at least monthly thereafter. The contractor will provide an agenda and meeting notes for all project meetings.

11. Contractor shall provide detailed technical system and user documentation to Pace. This documentation shall be digital and searchable; and concern all aspects of the platform.

12. Contractor shall provide Pace with annual reports which describe all the new enhancements and innovative systems within the industry that are applicable to these services.

VIII. SECURITY

Pace takes data security seriously and seeks to have a robust cloud solution for the provision of SaaS. The hosting service shall follow best operating practices and shall ensure their network is secure when Pace accesses the hosted application. The contractor shall make recommendations on the data migration approach if necessary. Pace's requirements are highlighted below, but complete requirements are provided in Section XIV – Service Level Agreement (SLA) Information. The SLAs take precedence over this scope of work should there be any conflicts.

1. **Security** – Application security setup should be flexible yet easy enough that a non-technical person can manage. The application shall have the ability to secure data fields, screens, processes, and reports through roles and permission functionality.

2. **Data Ownership –** Pace's data includes all data collected, used, processed, stored, or generated in connection with the services provided by the contractor, including any personally identifiable

information (PII) that is collected. Pace's data is and will always remain the sole and exclusive property of Pace.

3. **Use of Pace's Data** – Contractor is provided a limited license to Pace's data for the sole and exclusive purpose of providing the services. The contractor must keep and maintain Pace's data in strict confidence, use and disclose Pace's data solely and exclusively for the purpose of providing the services, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Pace's data for the benefit of anyone other than Pace.

4. **Extraction of Pace's Data** – Pace shall be able to import and/or export data in piecemeal or entirety, as needed.

5. **Unauthorized Access** – Contractor may not access Pace's systems without prior authorization and shall not exceed the scope of work.

6. **Loss or Compromise of Data** – Should Pace data be compromised or be suspected to be compromised for any reason, contractor must notify Pace within 24 hours, cooperate with Pace including making available all relevant materials in investigating such an occurrence, and assist Pace with identifying the root cause, provide recommendations on mitigations, and implement any fixes or mitigations of vulnerabilities.

7. **Protection of Pace's Confidential Information** – Contractor shall protect Pace's data as an integral part of their business activities to ensure there is no inappropriate or unauthorized use. The contractor shall protect data against the introduction of viruses, data corruption and other software programs designed to alter, delete, or damage Pace data. This protection will be consistent with the SLAs between Pace and the contractor. Contractor will undergo regular third-party application security audits and must share those results with Pace in writing.

8. **Cloud Solution** – Contractor will provide a cloud solution for the SaaS platform. The system shall be available 24 hours a day, 7 days per week, encrypted, routinely backed up, and recoverable at a disaster recovery site not to exceed 24 hours from the time a disaster is declared. The cloud solution will have a data uptime of 99.9%.

IX. TRAINING

The contractor shall provide Pace with a comprehensive training program that includes instructor-led training to provide thorough understanding of the platform to all Pace staff who will be utilizing the software and facilitate successful implementation. Pace is interested in training services that use employee time efficiently and effectively and transfers practical knowledge about the use of the proposed solution(s). The contractor shall propose an approach that will be approved by Pace prior to implementation. Training should be conducted using Pace data, configurations, terminology, business processes, and scenarios. Supplemental training and help tools should include online content, video instruction, interactive classes, workbooks, training aids, and printable and searchable manuals at no additional cost.

X. DATA REPORTING

Pace understands the need for potential contractor to protect proprietary business information. However, Pace requires contractor to share information on the performance of the project to enable evaluation. See Section VII - Deliverables, Items #4 and #5 for details of data that will assist Pace.

XI. ANTICIPATED CHANGES

Pace and the contractor must be willing to discuss and implement any project modifications that may improve the effectiveness of the project and expects flexibility from the contractor in the design of the SaaS platform should such changes be necessary. Refer to the Contract, Section 14 – Amendment, for language regarding the change order process.

XII. SERVICE PERIOD AND TRANSITION FOR INSTALLATION, TESTING, AND IMPLEMENTATION

The contract term is five (5) years and three (3) months. Upon contract execution the awarded contractor has three (3) months to complete the transition to the proposed system, including but not limited to installation, testing, and implementation.

XIII. CURRENT TABLET SPECIFICATIONS/INFORMATION

Tablets are currently managed with Microsoft Intune in "Single-app Kiosk" mode. This mode restricts drivers from being able to access any of the settings or other apps on the tablets. Tablets are currently using Verizon cellular connectivity when operating in vehicles. Pace would prefer to continue to use existing hardware, if possible, however, is open to purchasing new tablets (either Android or iOS).

Specification Name	Value
Tablet Name	Samsung Galaxy Tab S5e
Operating System	Android 11
Display	10.5-inch Super AMOLED with 2560 x 1600
Processor	Qualcomm Snapdragon 670
Storage	64GB
RAM	4GB
Main Camera	13MP
Front Camera	8MP
Connectivity	Wi-Fi 802.11 a/b/g/n/ac, Bluetooth 5.0, GPS, LTE
Ports	USB Type C 3.1, Fast Charging
Battery	7040mAh
Dimensions	245 x 160 x 5.5mm
Weight	400g

XIV. SERVICE LEVEL AGREEMENT (SLA) INFORMATION

1.0 SERVICE LEVELS OF PERFORMANCE

Contractor shall provide and report Services as per the following Service Levels after an initial ninety (90) day stabilization period for any additional scope items.

	Mean Time to Respond		Mean Time to Repair	
	Target %	**Target Duration**	**Target %**	**Target Duration**
Priority 1 (Urgent)	92%	30 min	90%	2 hrs.
Priority 2 (High)	92%	30 min	90%	3 hrs.
Priority 3 (Medium)	90%	8 hours	85%	2 days
Priority 4 (Low)	90%	1 day	80%	5 days
Priority 5	90%	1 day	80%	30 days

Mean Time to Respond is the time expected to contact the requester. **Mean Time to Repair** is the time expected to resolve the incident.

Contractor must prepare the Service Level Agreement (SLA) response according to the following categories.

a. Category 1: Application and Supporting Systems Support
b. Category 2: Perfective Support

1.1 SLA Credits:

	SERVICE	APPLICABLE DEFINITIONS	STANDARDS	CALCULATION (MONTHLY)	CREDIT*	APPLIES TO
SLA-1	System Availability ("On-line Availability)	"System Availability" means the systems supported by this Statement of Work are available for use by users and passengers.	The application must be available 24 hours per day 7 days a week for 99.95% of the time.	Will be the percentage of unplanned downtime relative to the total possible operational time for the given (monthly) date range and standards.	40%	All in-scope apps and supporting systems

Category 1: Application and Supporting Systems Support						
SLA-2	Break/Fix - Urgent & High	Break/Fix P1 & P2 means a defect or application failure that, in the reasonable judgement of Pace, renders the software inoperable or is causing a serious adverse impact to Pace's business operations.	99.95 % of Break/Fix - P1 and P2 must be (a) resolved within a 2-hour time period for P1 and 3-hour time period for P2 (b) and analyzed with an estimated time for resolution with a specified SLA timeframe.	Number of Break/Fix P1 & P2 incidents successfully resolved within the SLA timeframe divided by the total number of resolved Break/Fix P1 tickets expressed as a percent.	25%	All in-scope apps and supporting systems
SLA-3	Break/Fix - Medium & Low: During Working Hours	Break/Fix - P3 & P4 Severity issues are changes to existing programs, processes, or Batch procedures that do not seriously impact Pace's business operations that Pace deems medium or low priority.	96% of Break/Fix P3 & P4 Severity issues must be resolved within 2 days for P3 and 5 days for P4 Severity.	Number of Break/Fix (Medium & Low Severity) tickets successfully resolved within the SLA timeframes divided by the total number of resolved Break/Fix (P3 & P4 Severity) tickets expressed as a percent.	10%	All in-scope apps and supporting systems
SLA-4	Break/Fix Urgent & High - Off Hours Response	Break/fix P1 & P2 means a defect or application failure that, in the reasonable judgment of Pace, renders the software inoperable or is causing a serious adverse impact to the Pace's business operations.	Response within 30 minutes of the initial contact with the contractor, provided standard SLA procedures are followed 99.95% of the time.	Number of off hours P1 & P2 event response successes divided by the total number of off hours P1 & P2 events escalated per procedures.	15%	All in-scope apps and supporting systems

Category - 2: Perfective Support						
SLA - 5	Perfective Support	Perfective Support deals with improving efficiency of Pace On Demand applications and interfaces connected to it by setting and achieving the milestones of completion.	95% on time completion of all Perfective support milestones.	The number of Perfective milestones completed on time divided by the total number of Perfective milestones reported monthly.	10%	Global

*Credit is applied to the "At-Risk Amount" described in section 10.2

1.2 "At-Risk Amount"

Contractor's credit is applied to the "at-risk amount," defined as an amount equal to a percentage of the fee invoiced to Pace per application/team for the month the performance credit was incurred (excluding pass-through expenses, such as taxes and reimbursed out-of-pocket expenses). The at-risk amount will begin at 5% for the first occurrence of a service level not being met. The at-risk amount will increase to 7.5% should the same service level not be met within the same six-month period. The at-risk amount will increase to 10% should the same service level not be met again within the same six-month period. The at-risk amount escalation percentages apply to all service levels.

REQUEST FOR PROPOSAL NO. 422844
MOBILITY ON DEMAND SOFTWARE AS A SERVICE (SaaS)
PRICE PROPOSAL
(SUBMIT ONE (1) BID)

I. The unit pricing quoted must be firm and include delivery and all other applicable charges. No additional charges will be allowed.

BASE CONTRACT

Item Description	Total
One-time Fee for Installation, Testing, and Implementation	$_____
Mobility on Demand Software as a Service (SaaS) Year 1 (July 10, 2024 - July 9, 2025)	$_____
Mobility on Demand Software as a Service (SaaS) Year 2 (July 10, 2025 - July 9, 2026)	$_____
Mobility on Demand Software as a Service (SaaS) Year 3 (July 10, 2026 - July 9, 2027)	$_____
Mobility on Demand Software as a Service (SaaS) Year 4 (July 10, 2027 - July 9, 2028)	$_____
Mobility on Demand Software as a Service (SaaS) Year 5 (July 10, 2028 - July 9, 2029)	$_____
GRAND TOTAL	**$_____**

DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprise (DBE): It is the policy of Pace that DBEs, as defined in 49 C.F.R. part 26, will have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Pace to:

- ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- ensure that the Pace DBE program is narrowly tailored in accordance with applicable law;
- ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBEs;
- help remove barriers to the participation of DBEs in DOT-assisted contracts;
- promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- assist in the development of firms that can compete successfully in the marketplace outside the Pace DBE program.

Applicability:

This Contract is subject to 49 C.F.R. part 26; therefore, a Bidder shall satisfy the requirements for DBE participation specified in this Contract. The DBE requirements are in addition to all other equal opportunity employment requirements specified in this Contract. Pace will make all determinations regarding whether a Bidder is in compliance with the DBE requirements. In assessing compliance, Pace may consider the Bidder's documented history of non-compliance with DBE requirements on previous Pace contracts.

Definitions:

As used in this exhibit:

"Disadvantaged Business Enterprise" and "DBE" mean a for-profit small business concern:

1. that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Good-faith efforts" means efforts to achieve a DBE goal or other requirement specified in this exhibit which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

"Joint venture" means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Small business concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 C.F.R. part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. § 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his/her identity as a member of groups and without regard to his/her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

DBE Goal:

The DBE goal for this Contract is _____%. Failure of a Bidder to meet the DBE goal at the time Bids are due may render the Bid non-responsive.

Pace will accept only DBEs who are certified by the Illinois Unified Certification Program ("IL UCP") by the date and time that Bids are due. For more information about the certification process or to apply for certification, a Bidder should contact: Pace, the Suburban Bus Division of the RTA, 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: DBE Liaison Officer.

A directory of DBE firms certified by the IL UCP is available on the Pace website at www.pacebus.com.

NOT ACCEPTABLE

Contractor Assurances:

1. Contractor, subrecipient, or subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

2. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other remedy as Pace deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

3. Pursuant to 49 C.F.R. § 26.29(a), Contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Pace makes to Contractor.

4. Contractor shall utilize the DBEs listed on Schedule A (Summary of DBE Participation) to perform the work and supply the materials for which each is listed unless Contractor obtains Pace's prior written consent. Unless Pace provides that consent, Contractor will not be entitled to any payment for work or materials unless the work is performed or the materials are supplied by the listed DBE. 49 C.F.R. §26.53(f)(1)(ii).

Contractor shall include assurances 1, 2, and 3 in each of its subcontracts.

Prompt Payment Mechanisms:

Pace will ensure prompt and full payment of retainage from Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pace will use one of the following methods to comply with this requirement:

1. Pace may decline to hold retainage from Contractor and prohibit Contractor from holding retainage from subcontractors.

2. Pace may decline to hold retainage from Contractor and require a contract clause obligating Contractor to make prompt and full payment of any retainage kept by Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

3. Pace may hold retainage from Contractor and provide for prompt and regular incremental acceptances of portions of this Contract, pay retainage to Contractor based on those acceptances, and require a contract clause obligating Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Pace's payment to Contractor.

DBE Bid Submission Requirements:

As part of its Bid submission, each Bidder shall provide the following documents to Pace:

- Schedule A (Summary of DBE Participation), a copy of which is included in this exhibit, must be completed by the Bidder. Any DBEs listed on Schedule A must be certified, by the date and time that Bids are due, by the IL UCP. No work must be included on Schedule A that the Bidder has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE.

- Schedule B (Confirmation of Proposed DBE Participation), a copy of which is included in this exhibit, must be completed by the Bidder if the Bidder is a DBE and by each DBE subcontractor. If a DBE, the Bidder shall indicate the scope of work that the Bidder's forces will perform and the dollar amount of the work. If that amount does not satisfy the DBE goal for this Contract, the DBE Bidder shall utilize additional DBE subcontractors to satisfy that goal.

- Schedule C (Joint Venture Disclosure), a copy of which is included in this exhibit, must be completed by the Bidder if the Bidder is a joint venture comprised of DBE and non-DBE joint venturers and by each subcontractor if the subcontractor is a joint venture comprised of DBE and non-DBE joint venturers. If all joint venturers of the Bidder or a subcontractor are DBEs, Schedule C need not be completed; however, a copy of the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE joint venturer must be provided.

- A copy of the current IL UCP Letter of Certification for each DBE identified on Schedule A (Summary of DBE Participation) and Schedule B (Confirmation of Proposed DBE Participation).

NOT APPLICABLE

DBE Certification:

1. Certification Procedures: The IL UCP consists of the following five certifying agencies:

    - Pace, the Suburban Bus Division of the Regional Transportation Authority
    - Commuter Rail Division of the Regional Transportation Authority (Metra)
    - Chicago Transit Authority (CTA)
    - Illinois Department of Transportation (IDOT)
    - City of Chicago

    and provides a "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification that all recipients of federal aid in the state of Illinois will honor.

2. Certification Standards: Pace will apply the certification standards of subpart D of 49 C.F.R. part 26 to determine the eligibility of firms not already certified by the IL UCP to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, those firms must meet all those certification standards. Pace will make its certification decisions based on the facts as a whole.

3. Requests for Certification Information: Written requests for information about the certification process may be emailed to DBEinfo@pacebus.com or mailed to:

    Pace, the Suburban Bus Division of the RTA
    550 W. Algonquin Road
    Arlington Heights, IL 60005
    Attention: DBE Liaison Officer

4. Applying for DBE Certification: To apply for certification, visit https://www.pacebus.com/disadvantaged-business-enterprise-dbe-program or https://pace.diversitycompliance.com.

Calculating DBE Participation:

As required by 49 C.F.R. § 26.55, Pace counts DBE participation toward the DBE goal as follows:

a. When a DBE participates in a contract, Pace counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE's area of specialization. Credit for work in other areas requires additional supporting documentation for each of those areas.

    i. Pace counts the entire amount of that portion of a contract (if a construction contract or other contract not covered by paragraph (a)(ii) immediately below) that is performed by the DBE's own forces. Pace includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from Contractor or its affiliate).

    ii. Pace counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward the DBE goal, provided Pace determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

    iii. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal.

b. When a DBE performs as a participant in a joint venture, Pace counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal.

NOT APPLICABLE

c. Pace counts expenditures to a DBE toward the DBE goal only if the DBE is performing a commercially useful function on the contract. A Bidder may count toward the DBE goal only expenditures to a DBE which is currently certified by the IL UCP and which performs a commercially useful function.

i. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Pace will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.

ii. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is an extra participant, Pace will examine similar transactions, particularly those in which DBEs do not participate.

iii. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Pace will presume that the DBE is not performing a commercially useful function.

iv. When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(iii), the DBE may present evidence to rebut that presumption. Pace may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

v. Pace's decisions on commercially useful function matters are subject to review by the Federal Transit Administration but are not administratively appealable to the United States Department of Transportation.

d. Pace uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting a DBE goal.

ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

iv. 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.

v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If Pace chooses this approach, Pace will obtain written consent from the appropriate DOT operating administration.

NOT APPLICABLE

vi. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, the DBE is entitled to credit for the total value of these hauling services.

vii. For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

e. Pace counts expenditures with DBEs for materials or supplies toward the DBE goal as provided in the following:

i. If the materials or supplies are obtained from a DBE manufacturer, Pace counts 100% of the cost of the materials or supplies toward the DBE goal. For purposes of this paragraph (e)(i), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

ii. If materials or supplies are purchased from a DBE regular dealer, Pace counts 60% of the cost of the materials or supplies toward the DBE goal. For purposes of this provision, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in paragraph (e)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of paragraph (e)(ii).

iii. If materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, Pace counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward the DBE goal, provided Pace determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Pace will not count any portion of the cost of the materials and supplies themselves toward the DBE goal, however.

iv. Pace will determine the amount of credit awarded to a firm for the provision of materials and supplies (*e.g.*, whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.

f. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of 49 C.F.R. part 26 by the date and time that Bids are due, Pace will not count the firm's participation toward any DBE goal, except as provided for in 49 C.F.R. § 26.87(i).

g. Pace will not count the dollar value of work performed under the contract with a firm after the firm has ceased to be certified toward Pace's overall goal.

h. Pace will not count the participation of a DBE subcontractor toward Contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

NOT APPLICABLE

Good-Faith Efforts:

Pace will award this Contract only to a Bidder who has made good-faith efforts to meet the DBE goal.

Determination of Good-Faith Efforts: Pace's DBE Liaison Officer ("DBELO") will be responsible for determining whether a Bidder has made good-faith efforts to meet the DBE goal by obtaining enough DBE participation to meet the goal or by having adequate good-faith efforts to do so. If a Bidder is unable to meet the DBE goal, the DBELO will consider the quality, quantity, and intensity of the different kinds of documented good-faith efforts that the Bidder has made to meet the goal. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not good-faith efforts to meet the DBE Contract requirements.

The types of actions and documents that the DBELO will consider as part of a Bidder's good-faith efforts include, but are not limited to, the following:

1. conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of this Contract. That may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of notices of sources sought and/or requests for proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Bidder should solicit that interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The Bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. That includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when Contractor might otherwise prefer to perform those work items with its own forces. That may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

3. providing interested DBEs with adequate information about the plans, specifications, and requirements of this Contract in a timely manner to assist those DBEs in responding to a solicitation with their offer for the subcontract.

4. negotiating in good faith with interested DBEs. 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 that negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

   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 Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for the Bidder's failure to meet the Contract DBE goal, as long as those costs are reasonable. Also, the ability or desire of Contractor to perform the work of this Contract with its own organization does not relieve the Bidder of the responsibility to make good-faith efforts. Contractor is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. A DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the effort to meet the DBE goal. Another practice considered an insufficient good-faith effort is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph will be construed to require the Bidder or Contractor to accept unreasonable quotes in order to satisfy the DBE goal.

   Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good-faith efforts have been made to replace the original DBE. The fact that Contractor has the ability and/or desire to perform the Contract work with its own forces does not relieve Contractor of the obligation to make good-faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

6. making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Pace or Contractor.

NOT APPLICABLE

7. making efforts to assist interested DBEs 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 DBEs.

9. the performance of other Bidders in meeting the DBE goal. If a Bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, Pace may view this, in conjunction with other factors, as evidence of the Bidder having made good-faith efforts.

10. DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on this Contract.

Administrative Reconsideration: In accordance with 49 C.F.R. § 26.53(d), if the DBELO determines that the successful Bidder is not responsive and/or responsible because the Bidder has not committed to meet the DBE goal and has failed to document that it made adequate good-faith efforts to meet the goal, the DBELO will, before Contract award, notify the Bidder in writing of the determination and provide the Bidder with an opportunity for administrative reconsideration. Within five days after the date of the DBELO's written notice of the determination, the Bidder may request administrative reconsideration. The Bidder must make this request in writing to Pace's reconsideration official at: Pace, the Suburban Bus Division of the RTA, 550 W. Algonquin Road, Arlington Heights, Illinois 60005 Attention: General Counsel.

Pace's reconsideration official must not have taken part in the original determination that the Bidder failed to meet the goal or make adequate good-faith efforts to do so.

The Bidder's request for reconsideration must be accompanied by any and all information, written documentation, and/or argument concerning the issue of whether the Bidder met the goal or made adequate good-faith efforts to do so. Any additional, supplemental, amended, or revised information, documentation, and/or argument received by Pace's reconsideration official after the Bidder's submission of its request for administrative reconsideration, absent the reconsideration official's written request for the same, will not be considered by the reconsideration official. The Bidder will have the opportunity to meet with Pace's reconsideration official to discuss the issue of whether the Bidder met the goal or made adequate good-faith efforts to do so, provided the Bidder's written request for administrative reconsideration requests a meeting. Pace's reconsideration official will determine whether the requested meeting takes place in person or virtually.

Within 30 days of receiving the Bidder's written request for administrative reconsideration, Pace's reconsideration official will send the Bidder a written decision on reconsideration, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good-faith efforts to do so. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation, and the decision of Pace's reconsideration official is final.

Termination and Substitution of DBE Subcontractor: Contractor shall not terminate a DBE subcontractor listed in Schedule A (or an approved substitute DBE firm) without Pace's prior written consent. Pace may provide that written consent only if Contractor has good cause to terminate the DBE firm. Good cause includes the following circumstances:

1. the listed DBE subcontractor fails or refuses to execute a written contract;

2. the listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards; provided, however, good cause does not exist if the failure or refusal of the DBE subcontractor results from the bad faith or discriminatory action of Contractor;

3. the listed DBE subcontractor fails or refuses to meet Contractor's reasonable, nondiscriminatory bond requirements;

4. the listed DBE subcontractor becomes bankrupt or insolvent or exhibits credit unworthiness;

5. the listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 C.F.R. parts 180, 215, and 1200 or applicable state law;

6. the DBELO has determined that the listed DBE subcontractor is not a responsible contractor;

7. the listed DBE subcontractor voluntarily withdraws from the project and provides Pace with written notice of the withdrawal;

8. the listed DBE subcontractor is ineligible to receive DBE credit for the type of work required;

NOT APPLICABLE

9. an owner of the listed DBE subcontractor dies or becomes disabled with the result that the DBE subcontractor is unable to complete its work on this Contract; and

10. other documented good cause that the DBELO determines compels the termination of the DBE subcontractor; provided, however, good cause does not exist if Contractor seeks to terminate a DBE subcontractor it relied upon to obtain this Contract so that Contractor can self-perform the work for which the DBE subcontractor was engaged or so that Contractor can substitute another DBE or non-DBE subcontractor after Contract award.

Before transmitting its request to terminate or substitute a DBE subcontractor to Pace, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate or substitute and the reason for the request and shall provide Pace with a copy of the notice. Contractor shall give the DBE five days (or less if required by public necessity) to respond to the notice and advise Pace and Contractor of the reasons, if any, why the DBE subcontractor objects to the proposed termination or substitution and why Pace should not approve Contractor's request.

When a DBE subcontractor is terminated according to this provision or fails to complete its work on this Contract for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and shall immediately provide Pace with written notice of those efforts. Those good-faith efforts must be directed at finding another DBE to perform at least the same amount of work under this Contract as the DBE that was terminated, to the extent needed to meet the DBE goal. Contractor shall maintain documentation of its good-faith efforts and shall provide that documentation to Pace within seven days of receiving Pace's written request for the documentation. That seven-day period may be extended for an additional seven days, if necessary, at the request of Contractor. Pace will provide a written determination to Contractor, stating whether or not good-faith efforts have been demonstrated.

In the event Pace modifies a DBE's scope of work, Contractor shall immediately notify Pace's project manager and Pace's DBELO to discuss Contractor revising its commitment to DBE participation.

This provision applies to post-award terminations and pre-award deletions of or substitutions for DBE firms put forward by Bidders in negotiated solicitations.

Continued Compliance:

1. Within 30 days after receiving this Contract and a purchase order signed by Pace, Contractor shall provide the DBELO with a copy of the fully executed subcontract between Contractor and each DBE firm listed on DBE Schedules A and B. FAILURE OF CONTRACTOR TO TIMELY PROVIDE THE FULLY EXECUTED SUBCONTRACT(S) TO THE DBELO CONSTITUTES A BREACH OF THIS CONTRACT AND, UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR PURSUE ANY OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR IN EQUITY AND AS PACE DEEMS APPROPRIATE.

2. During the life of this Contract, Contractor shall monitor its DBE compliance and shall:

   a. cooperate with any onsite visit requested by the DBELO;

   b. provide the DBELO with prompt notice of any issue that arises with respect to Contractor's subcontract with a DBE;

   c. ensure that all of Contractor's vendor profile information in B2GNow (Pace's web-based diversity management system found at https://pace.diversitycompliance.com/) is accurate and up to date, including Contractor's ownership, ethnicity, and gender if Contractor is a DBE;

   d. ensure that all subcontractor information in B2GNow is accurate and up to date, including each DBE subcontractor's ownership, ethnicity, and gender;

   e. complete a payment audit in B2GNow within 30 days after receiving a B2GNow email alert to do so and, in connection with that payment audit: (i) report the amount actually paid to each subcontractor during the reporting month, the date of the payment, and whether there was prompt payment (*i.e.*, the payment was made no later than 30 days after receiving payment from Pace) and (ii) upload the subcontractor's invoice and proof of payment to the subcontractor; failure to timely complete a payment audit may delay Pace's payment to Contractor;

   f. ensure that payment audits are timely completed for each lower tier subcontractor; and

NOT APPLICABLE

g. ensure that a subcontractor timely verifies in B2GNow whether each payment that the subcontractor receives is correct and whether there was prompt payment.

Access to DBE Records:

Contractor shall maintain all data/record(s) pertaining to DBE as stated in the records and information provision of this Contract and shall permit:

- Pace to have access to necessary records to examine information as Pace deems appropriate for the purpose of investigating and determining compliance with the DBE provisions of this Contract, including, but not limited to, records of expenditures, invoices, certified payrolls of Contractor and all subcontractors, and contracts between Contractor and other DBE parties entered into during the life of this Contract;

- Pace to verify any commitment represented to Pace in connection with Contractor's use of DBE in the performance of this Contract; and

- the authorized representative(s) of Pace, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to Contractor's performance under the DBE provisions of this Contract.

Failure to Comply with DBE Program Requirements:

Contractor has the burden of proving compliance with all of Contractor's DBE obligations under this Contract. If Contractor fails to fulfill those obligations, Pace will provide Contractor with written notice of the deficiencies. Contractor will have 60 days from Contractor's receipt of the notice to cure those deficiencies. If Contractor does not timely cure those deficiencies, Pace will make a determination of non-compliance and may, in addition to pursuing any other available legal remedy, commence proceedings, which may include, but are not limited to, the following:

- suspension of any payment, in whole or in part, due Contractor until such time as the issues concerning Contractor's compliance are resolved;

- termination or cancellation of this Contract, in whole or in part, unless Contractor is able to demonstrate, within a reasonable time, that it is in compliance with the DBE requirements of this Contract;

- non-exercise of Contract renewal option(s), if any; and

- debarment from future business with Pace.

NOT APPLICABLE

SCHEDULE A
Summary of DBE Participation

THIS SCHEDULE A MUST BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE A WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE A.

CONTRACTOR'S NAME: _____

PACE SOLICITATION NUMBER: _____

ESTIMATED TOTAL CONTRACT AMOUNT: $_____

PROJECTED DATE FOR WORK TO COMMENCE: _____

PROJECTED DATE FOR WORK TO END: _____

The information provided in the following table must correspond to the information provided in the accompanying Schedule B (Confirmation of Proposed DBE Participation):

NAME OF DBE[1]	SCOPE OF WORK[2]		CONTRACT DOLLAR AMOUNT	NET DBE CREDIT[3]
	WORK AND/OR MATERIAL	QUANTITY AND UNIT PRICE		
			$	$
			$	$
			$	$
			$	$
[1] List **only** DBEs that are certified by the IL UCP by the date and time that Bids are due. [2] Describe the work and/or material to be provided by the DBE, including quantity and unit price (if applicable). [3] Credit only 60% of the cost of materials or supplies if obtained from a DBE regular dealer and 100% of the cost of materials or supplies if obtained from a DBE manufacturer.			**TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:** $	
			TOTAL OF NET DBE CREDIT COLUMN: $	

Pursuant to 49 C.F.R. § 26.107, the U.S. Department of Transportation ("Department") may initiate suspension or debarment proceedings against a firm under 2 C.F.R. parts 180 and 1200 if: (i) the firm does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R part 26 and attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty; or (ii) the firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26. The Department may take enforcement action under 49 C.F.R. part 31, Program Fraud and Civil Remedies, against any DBE program participant whose conduct is subject to such action. The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. § 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule A and to review the accompanying Schedule B and, if applicable, Schedule C (collectively "DBE Schedules") on behalf of the contractor listed above; (b) to the best of my knowledge, information, and belief, the information provided in the DBE Schedules, including any attached documentation, is true and correct; and (c) the contractor will sign a written subcontract with each DBE subcontractor listed above for the corresponding scope of work indicated in this Schedule A and accompanying Schedule B within 30 Pace working days after receiving the contract and a purchase order signed by Pace. My typed name below constitutes my signature on this Schedule A.

_____ _____
Signature of Contractor's Authorized Agent | Telephone Number of Contractor's Authorized Agent

_____ _____
Printed Name of Contractor's Authorized Agent | Email Address of Contractor's Authorized Agent

_____ _____
Title of Contractor's Authorized Agent | Date

NOT APPLICABLE

SCHEDULE B
Confirmation of Proposed DBE Participation

THIS SCHEDULE B MUST BE COMPLETED BY THE CONTRACTOR IF A DBE AND BY EACH DBE SUBCONTRACTOR PARTICIPATING IN THE SOLICITATION. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE B WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE B.

DBE'S NAME: _____

DBE'S ADDRESS: _____

PACE SOLICITATION NUMBER: _____

The DBE listed above is certified by the Illinois Unified Certification Program (see attached copy of current Illinois Unified Certification Program Letter of Certification). The DBE is prepared to provide the following work and/or material in connection with the solicitation:

SCOPE OF WORK[1]		CONTRACT DOLLAR AMOUNT
WORK AND/OR MATERIAL	**QUANTITY AND UNIT PRICE**	
		$
		$
		$
		$
[1] Describe the work and/or material to be provided by the DBE, including quantity and unit price (if applicable).		**TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:** $

Subcontracting Levels (indicate the percentage(s) as applicable):

The DBE will subcontract _____% of the dollar amount of its contract to DBE subcontractor(s).
The DBE will subcontract _____% of the dollar amount of its contract to non-DBE subcontractor(s).

NOTE: Indicate 0% if the DBE will not subcontract any of its work.

If any of the work will be subcontracted, provide the name of each subcontractor, a brief explanation for the subcontracting, and a brief description of the work to be subcontracted: _____
_____

Pursuant to 49 C.F.R. § 26.107, the U.S. Department of Transportation ("Department") may initiate suspension or debarment proceedings against a firm under 2 C.F.R. parts 180 and 1200 if: (i) the firm does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26 and attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, or (ii) the firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26. The Department may take enforcement action under 49 C.F.R. part 31, Program Fraud and Civil Remedies, against any DBE program participant whose conduct is subject to such action. The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. § 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule B on behalf of the DBE listed above; (b) to the best of my knowledge, information, and belief, the information provided in this Schedule B, including any attached documentation, is true and correct; and (c) the DBE will sign a written subcontract with the contractor listed above for the scope of work indicated in this Schedule B. My typed name below constitutes my signature on this Schedule B.

_____ _____
Signature of DBE's Authorized Agent | Telephone Number of DBE's Authorized Agent

_____ _____
Printed Name of DBE's Authorized Agent | Email Address of DBE's Authorized Agent

_____ _____
Title of DBE's Authorized Agent | Date

NOT APPLICABLE

SCHEDULE C
Joint Venture Disclosure

THIS SCHEDULE C MUST BE COMPLETED BY ALL JOINT VENTURERS IF ALL ARE NOT DBEs. IF ALL JOINT VENTURERS ARE DBEs, THIS SCHEDULE C SHOULD NOT BE COMPLETED; HOWEVER, A COPY OF THE WRITTEN JOINT VENTURE AGREEMENT AND A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH DBE JOINT VENTURER MUST BE SUBMITTED TO PACE WITH THE CONTRACTOR'S BID.

ALL INFORMATION REQUESTED IN THIS SCHEDULE C MUST BE ANSWERED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED IF NEEDED.

IF, AFTER THE SUBMISSION OF THIS SCHEDULE C AND BEFORE THE COMPLETION OF THE JOINT VENTURE'S WORK, THERE IS ANY CHANGE IN THE INFORMATION PROVIDED BELOW OR ANY PROPOSED CHANGE TO THE JOINT VENTURE AGREEMENT, THE JOINT VENTURE MUST PROMPTLY INFORM PACE'S DBE LIAISON OFFICER OF ANY SUCH CHANGE DIRECTLY IN WRITING OR THROUGH THE CONTRACTOR IF THE JOINT VENTURE IS A SUBCONTRACTOR.

PACE SOLICITATION NUMBER: _____

I. PROVIDE THE FOLLOWING INFORMATION FOR THE JOINT VENTURE:

Name of joint venture: _____

Address of joint venture: _____

Telephone number of joint venture: _____

II. PROVIDE THE FOLLOWING INFORMATION FOR EACH NON-DBE JOINT VENTURER:

Name of non-DBE joint venturer: _____

Address of non-DBE joint venturer: _____

Telephone number of non-DBE joint venturer: _____

Name of contact person for matters concerning DBE compliance: _____

III. PROVIDE THE FOLLOWING INFORMATION FOR EACH DBE JOINT VENTURER:

Name of DBE joint venturer: _____

Address of DBE joint venturer: _____

Telephone number of DBE joint venturer: _____

Name of contact person for matters concerning DBE compliance: _____

IV. DESCRIBE THE ROLE(S) OF EACH DBE JOINT VENTURER: _____

_____

_____

_____

V. ATTACH A COPY OF THE FULLY EXECUTED JOINT VENTURE AGREEMENT. In order to demonstrate each DBE joint venturer's share in the ownership, control, management, responsibilities, risks, and profits of the joint venture, the joint venture agreement must include: (1) the DBE joint venturer's contributions of capital and equipment; (2) work items to be performed by the DBE joint venturer's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory, and operative personnel employed by the DBE joint venturer to be dedicated to the performance of the work.

NOT APPLICABLE

VI. ATTACH A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH DBE JOINT VENTURER.

VII. PROVIDE THE FOLLOWING INFORMATION REGARDING OWNERSHIP OF THE JOINT VENTURE:

A. Identify the percentage of DBE and non-DBE ownership of the joint venture:

1. DBE ownership percentage: _____

2. Non-DBE ownership percentage: _____

B. Identify the DBE and non-DBE percentage for each of the following and provide descriptions and details, as applicable:

1. Sharing of profit and loss: _____

_____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

_____

b. Dollar amounts of anticipated on-going contributions: _____

_____

3. Contributions of equipment (specify types, quality, and quantities of equipment to be provided by each joint venturer):

_____

_____

_____

_____

4. Other applicable ownership interests, including ownership options or other agreements that restrict or limit ownership and/or control:

_____

_____

_____

_____

5. Provide copies of all written agreements between joint venturers concerning the work.

6. Identify each Pace contract that any joint venturer currently has with Pace and each Pace contract that any joint venturer has had during the past two years:

_____

_____

_____

NOT APPLICABLE

VIII. IDENTIFY BY NAME AND FIRM THOSE INDIVIDUALS WHO ARE, OR WILL BE, RESPONSIBLE FOR AND HAVE THE AUTHORITY TO ENGAGE IN THE FOLLOWING MANAGEMENT FUNCTIONS AND POLICY DECISIONS (INDICATE ANY LIMITATIONS TO SUCH AUTHORITY, SUCH AS DOLLAR LIMITS AND/OR CO-SIGNATORY REQUIREMENTS):

A. Joint venture check signing: _____

_____

B. Negotiating and signing contracts on behalf of the joint venture: _____

_____

C. Signing, co-signing, and/or collateralizing loans: _____

_____

D. Acquisition of lines of credit: _____

_____

E. Acquisition and indemnification of payment and performance bonds: _____

_____

F. Negotiating and signing labor agreements: _____

_____

G. Management of contract performance:

1. Supervision of field operations: _____

_____

2. Major purchases: _____

_____

Estimating costs and scopes of work: _____

_____

Engineering: _____

_____

IX. PROVIDE THE FOLLOWING INFORMATION REGARDING FINANCIAL CONTROLS OF THE JOINT VENTURE:

A. Which firm and/or individual will be responsible for keeping the books of accounts? _____

_____

B. Identify the "managing partner," if any, and describe the means and measure of the managing partner's compensation: _____

_____

NOT APPLICABLE

C. What authority does each joint venturer have to commit or obligate the other joint venturers to insurance and bonding companies, financial institutions, suppliers, subcontractors, and/or other parties participating in the performance of the work?

_____

_____

X. STATE THE APPROXIMATE NUMBER OF PERSONNEL (BY TRADE AND PROFESSION) NEEDED TO PERFORM THE JOINT VENTURE'S WORK AND INDICATE WHETHER SUCH PERSONNEL WILL BE EMPLOYEES OF THE MAJORITY FIRM, THE DBE FIRM, OR THE JOINT VENTURE.

TRADE	NON-DBE FIRM (NUMBER)	DBE (NUMBER)	JOINT VENTURE (NUMBER)

PROFESSION	NON-DBE FIRM (NUMBER)	DBE (NUMBER)	JOINT VENTURE (NUMBER)
PROFESSIONAL			
ADNMINISTRATIVE/ CLERICAL			
UNSKILLED LABOR			

A. Are any proposed joint venture employees currently employed by any joint venturer?

☐ Yes ☐ No

If yes, identify the number of such employees employed:

By non-DBE joint venture: _____ By DBE joint venturer: _____

B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

_____

XI. PROVIDE ANY OTHER MATERIAL FACTS AND ADDITIONAL INFORMATION PERTINENT TO THE CONTROL AND STRUCTURE OF THE JOINT VENTURE:

_____

_____

_____

_____

_____

NOT APPLICABLE

Pursuant to 49 C.F.R. § 26.107, the U.S. Department of Transportation ("Department") may initiate suspension or debarment proceedings against a firm under 2 C.F.R. parts 180 and 1200 if: (i) the firm does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26 and attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, or (ii) the firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the DBE eligibility criteria of Subpart D of 49 C.F.R. part 26. The Department may take enforcement action under 49 C.F.R. part 31, Program Fraud and Civil Remedies, against any DBE program participant whose conduct is subject to such action. The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. § 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

The undersigned hereby certify and affirm that the information provided in this Schedule C is true and correct and identifies and explains the terms and operations of the joint venture listed above and the intended participation of each joint venturer in the solicitation. The typed name of each of the undersigned constitutes his/her signature on this Schedule C.

Name of DBE Firm	Name of Non-DBE Firm
Signature of Authorized Agent of DBE Firm	Signature of Authorized Agent of Non-DBE Firm
Printed Name of Authorized Agent of DBE Firm	Printed Name of Authorized Agent of Non-DBE Firm
Title of Authorized Agent of DBE Firm	Title of Authorized Agent of Non-DBE Firm
Telephone Number of Authorized Agent of DBE Firm	Telephone Number of Authorized Agent of Non-DBE Firm
Email Address of Authorized Agent of DBE Firm	Email Address of Authorized Agent of Non-DBE Firm
Date	Date

NOT APPLICABLE

SMALL BUSINESS ENTERPRISE

Small Business Enterprise (SBE): Pursuant to 49 C.F.R. § 26.39, Pace has established a Small Business Enterprise (SBE) program. The purpose of the program is to increase opportunities for small businesses to perform work for Pace. All firms that are certified as a disadvantaged business enterprise (DBE) are considered an SBE. Additional verification may be needed. Firms that are not certified as a DBE and want to be certified as an SBE must complete an SBE certification application. Firms already certified as an SBE with another Illinois Unified Certification Program (IL UCP) certifying agency must provide Pace with a copy of their certification notice from that agency. Pace will confirm that those firms have a current valid certification through written confirmation from that agency.

Implementation:

1. The Pace contract administrator/end user will submit a requisition in Oracle. As part of the requisition workflow, Pace's disadvantaged business enterprise liaison officer (DBELO) will review the requisition and supporting documents to determine if an SBE prime contractor can reasonably perform the contract.

2. If the DBELO determines that an SBE prime contractor can reasonably perform the contract, the DBELO will discuss that determination with the Pace contract administrator/end user to obtain concurrence.

3. Pace will accept only firms certified as SBEs or DBEs by an IL UCP certifying agency by the date and time that bids/proposals are due.

4. Pace's procurement department will advertise SBE procurements in one or more local newspapers and on the Pace website (www.pacebus.com).

Applicability:

This is an SBE set-aside solicitation; therefore, a Bidder shall satisfy the requirements for SBE participation specified in this Contract. The SBE requirements are in addition to all other equal opportunity employment requirements specified in this Contract. Pace will make all determinations regarding whether a Bidder is in compliance with the SBE requirements. In assessing compliance, Pace may consider the Bidder's documented history of non-compliance with SBE requirements on previous Pace contracts.

Eligibility:

1. Each individual owner of the firm must be a citizen or lawfully admitted permanent resident of the United States.

2. The personal net worth of each individual owner of the firm must not exceed $1.32 million.

3. The firm must meet the Small Business Administration's size standard(s) appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.

4. The firm must be at least 51% owned by one or more individuals who are economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and the firm's management and daily business operations must be controlled by one or more of the economically disadvantaged individuals who own it.

5. The firm must not be affiliated with another firm in such a way as to compromise the firm's independence and control. That includes, but is not limited to, such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources. The economically disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy, and operation.

6. The firm must perform the majority of the work in the contract with its own forces.

SBE Bid Submission Requirements:

As part of its Bid submission, each Bidder shall provide the following documents to Pace:

NOT APPLICABLE

- Schedule A (Summary of SBE/DBE Participation), a copy of which is included in this exhibit, must be completed by the SBE/DBE Bidder.

- Schedule B (Confirmation of Proposed SBE/DBE Participation), a copy of which is included in this exhibit, must be completed by the SBE/DBE Bidder and by each SBE/DBE subcontractor.

- Schedule C (Joint Venture Disclosure), a copy of which is included in this exhibit, must be completed by the Bidder if the Bidder is a joint venture comprised of SBE/DBE and non-SBE/DBE joint venturers and by each subcontractor if the subcontractor is a joint venture comprised of SBE/DBE and non-SBE/DBE joint venturers. If all joint venturers of the Bidder or a subcontractor are SBE/DBEs, Schedule C need not be completed; however, a copy of the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each SBE joint venturer and each DBE joint venturer must be provided.

- A copy of the current IL UCP Letter of Certification for each SBE/DBE identified on Schedule A (Summary of SBE/DBE Participation) and Schedule B (Confirmation of Proposed SBE/DBE Participation).

SBE Certification:

1. Certification Procedures: The IL UCP consists of the following five certifying agencies:

    - Pace, the Suburban Bus Division of the Regional Transportation Authority
    - Commuter Rail Division of the Regional Transportation Authority (Metra)
    - Chicago Transit Authority (CTA)
    - Illinois Department of Transportation (IDOT)
    - City of Chicago

    and provides a "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for an SBE certification that all recipients of federal aid in the State of Illinois will honor.

2. Certification Standards: Pace will apply the applicable standards of 13 C.F.R. part 121 to determine the eligibility of firms not already certified by an IL UCP certifying agency to participate as SBEs in DOT-assisted contracts. To be certified as an SBE, those firms must meet all applicable standards. Pace will make its certification decision based on the facts as a whole.

3. Requests for Certification Information: Written requests for information about the certification process may be emailed to DBEinfo@pacebus.com or mailed to:

    Pace, the Suburban Bus Division of the RTA
    550 W. Algonquin Road
    Arlington Heights, IL 60005
    Attention: DBE Liaison Officer

4. Applying for SBE Certification: To apply for certification, visit https://www.pacebus.com/small-business-enterprise-sbe-program or https://pace.diversitycompliance.com.

Continued Compliance:

1. Within 30 days after receiving this Contract and a purchase order signed by Pace, Contractor shall provide the DBELO with a copy of the fully executed subcontract between Contractor and each SBE/DBE firm listed on SBE Schedules A and B. FAILURE OF CONTRACTOR TO TIMELY PROVIDE THE FULLY EXECUTED SUBCONTRACT(S) TO THE DBELO CONSTITUTES A BREACH OF THIS CONTRACT, AND, UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR PURSUE ANY OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR IN EQUITY AND AS PACE DEEMS APPROPRIATE.

2. During the life of this Contract, Contractor shall monitor its SBE compliance and shall:

    a. cooperate with any onsite visit requested by the DBELO;

NOT APPLICABLE

b. provide the DBELO with prompt notice of any issue that arises with respect to Contractor's subcontract with an SBE or a DBE;

c. ensure that all of Contractor's vendor profile information in B2GNow (Pace's web-based diversity management system found at https://pace.diversitycompliance.com/) is accurate and up to date;

d. ensure that all subcontractor information in B2GNow is accurate and up to date;

e. complete a payment audit in B2GNow within 30 days after receiving a B2GNow email alert to do so and, in connection with that payment audit: (i) report the amount actually paid to each subcontractor during the reporting month, the date of the payment, and whether there was prompt payment (*i.e.*, the payment was made no later than 30 days after receiving payment from Pace) and (ii) upload the subcontractor's invoice and proof of payment to the subcontractor; failure to timely complete a payment audit may delay Pace's payment to Contractor;

f. ensure that payment audits are timely completed for each lower tier subcontractor; and

g. ensure that a subcontractor timely verifies in B2GNow whether each payment that the subcontractor receives is correct and whether there was prompt payment.

Access to SBE Records:

Contractor shall maintain all data/record(s) pertaining to SBE as stated in the records and information provision of this Contract and shall permit:

- Pace to have access to necessary records to examine information as Pace deems appropriate for the purpose of investigating and determining compliance with the SBE provisions of this Contract, including, but not limited to, records of expenditures, invoices, certified payrolls of Contractor and all subcontractors, and contracts between Contractor and other SBE/DBE parties entered into during the life of this Contract;
- Pace to verify any commitment represented to Pace in connection with Contractor's use of SBE/DBEs in the performance of this Contract; and
- the authorized representative(s) of Pace, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to Contractor's performance under the SBE provisions of this Contract.

Failure to Comply with SBE Program Requirements:

Contractor has the burden of proving compliance with all of Contractor's SBE obligations under this Contract. If Contractor fails to fulfill those obligations, Pace will provide Contractor with written notice of the deficiencies. Contractor will have 60 days from Contractor's receipt of the notice to cure those deficiencies. If Contractor does not timely cure those deficiencies, Pace will make a determination of non-compliance and may, in addition to pursuing any other available legal remedy, commence proceedings, which may include, but are not limited to, the following:

- suspension of any payment, in whole or in part, due Contractor until such time as the issues concerning Contractor's compliance are resolved;
- termination or cancellation of this Contract, in whole or in part, unless Contractor is able to demonstrate, within a reasonable time, that it is in compliance with the SBE requirements of this Contract;
- non-exercise of Contract renewal option(s), if any; and
- debarment from future business with Pace.

NOT APPLICABLE

SCHEDULE A
Summary of SBE/DBE Participation

THIS SCHEDULE A MUST BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE A WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE A.

SBE/DBE'S NAME: _____

SBE/DBE'S ADDRESS: _____

PACE SOLICITATION NUMBER: _____

The SBE/DBE listed above must be SBE or DBE certified by an Illinois Unified Certification Program certifying agency by the date and time Bids are due (see attached copy of current Illinois Unified Certification Program Letter of Certification). The SBE/DBE will provide the following work and/or material in connection with the solicitation:

SCOPE OF WORK[1]		NAICS CODE(S)	CONTRACT DOLLAR AMOUNT
WORK AND/OR MATERIAL	**QUANTITY AND UNIT PRICE**		
			$
			$
			$
			$
[1] Describe the work and/or material to be provided by the SBE/DBE, including quantity and unit price (if applicable).			**TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:** $

Subcontracting Levels (indicate the percentage(s) as applicable):
The SBE/DBE will subcontract _____% of the dollar amount of its contract to DBE subcontractor(s).
The SBE/DBE will subcontract _____% of the dollar amount of its contract to DBE subcontractor(s).
The SBE/DBE will subcontract _____% of the dollar amount of its contract to non-SBE/DBE subcontractor(s).

NOTE: Indicate 0% if the SBE/DBE will not subcontract any of its work.

If any of the work will be subcontracted, provide the name of each subcontractor, a brief explanation for the subcontracting, and a brief description of the work to be subcontracted: _____
_____

Any false, fraudulent, or deceitful statements or representations regarding the status of an individual or entity in order to qualify for SBE/DBE status or in connection with SBE/DBE participation in any IDOT-assisted program may result in penalties imposed by law, ordinance, or resolution, including conviction for a Class 2 felony, penalty for one and a half times the value of the contract, termination of the contract, and prosecution under federal and/or state law.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule A and to review the accompanying Schedule B and, if applicable, Schedule C (collectively "SBE Schedules") on behalf of the contractor listed above; (b) to the best of my knowledge, information, and belief, the information provided in the SBE Schedules, including any attached documentation, is true and correct; and (c) the contractor will sign a written subcontract with each SBE/DBE subcontractor listed above for the corresponding scope of work indicated in this Schedule A and accompanying Schedule B within 30 Pace working days after receiving the contract and a purchase order signed by Pace. My typed name below constitutes my signature on Schedule A.

_____ _____
Signature of SBE/DBE's Authorized Agent | Telephone Number of SBE/DBE's Authorized Agent

_____ _____
Printed Name of SBE/DBE's Authorized Agent | Email Address of SBE/DBE's Authorized Agent

_____ _____
Title of SBE/DBE's Authorized Agent | Date

NOT APPLICABLE

SCHEDULE B
Confirmation of Proposed SBE/DBE Participation

THIS SCHEDULE B MUST BE COMPLETED BY THE CONTRACTOR AND BY EACH SBE/DBE SUBCONTRACTOR PARTICIPATING IN THE SOLICITATION. THE CONTRACTOR MUST SUBMIT THE COMPLETED SCHEDULE B WITH THE CONTRACTOR'S BID, AND FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE CONTRACTOR'S BID. IF ADDITIONAL SPACE IS NEEDED, ATTACH AN ADDITIONAL COPY OF THIS SCHEDULE B.

SBE/DBE'S NAME: _____

SBE/DBE'S ADDRESS: _____

PACE SOLICITATION NUMBER: _____

The SBE/DBE listed above must be SBE or DBE certified by an Illinois Unified Certification Program certifying agency by the date and time that Bids are due (see attached copy of current Illinois Unified Certification Program Letter of Certification). The SBE/DBE will provide the following work and/or material at the dollar amount specified in connection with the solicitation and as shown on Schedule A of the contractor's bid:

SCOPE OF WORK[1]		CONTRACT DOLLAR AMOUNT
WORK AND/OR MATERIAL	**QUANTITY AND UNIT PRICE**	
		$
		$
		$
[1] Describe the work and/or material to be provided by the SBE/DBE, including quantity and unit price (if applicable).		**TOTAL OF CONTRACT DOLLAR AMOUNT COLUMN:** $

Any false, fraudulent, or deceitful statements or representations regarding the status of an individual or entity in order to qualify for SBE/DBE status or in connection with SBE/DBE participation in any DOT-assisted program may result in penalties imposed by law, ordinance, or resolution, including conviction for a Class 2 felony, penalty for one and a half times the value of the contract, termination of the contract, and prosecution under federal and/or state law.

I, the undersigned, hereby certify and affirm that: (a) I am authorized to complete this Schedule B on behalf of the SBE/DBE listed above; (b) to the best of my knowledge, information, and belief, the information provided in this Schedule B, including any attached documentation, is true and correct; and (c) the SBE/DBE listed above (if a subcontractor of the contractor) will sign a written subcontract with the contractor for the scope of work indicated in this Schedule B. My typed name below constitutes my signature on this Schedule B.

_____ Signature of SBE/DBE's Authorized Agent

_____ Telephone Number of SBE/DBE's Authorized Agent

_____ Printed Name of SBE/DBE's Authorized Agent

_____ Email Address of SBE/DBE's Authorized Agent

_____ Title of SBE/DBE's Authorized Agent

_____ Date

NOT APPLICABLE

SCHEDULE C
Joint Venture Disclosure

THIS SCHEDULE C MUST BE COMPLETED BY ALL JOINT VENTURERS IF ALL ARE NOT SBE/DBEs. IF ALL JOINT VENTURERS ARE SBE/DBEs, THIS SCHEDULE C SHOULD NOT BE COMPLETED; HOWEVER, A COPY OF THE WRITTEN JOINT VENTURE AGREEMENT AND A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH SBE JOINT VENTURER AND EACH DBE JOINT VENTURER MUST BE SUBMITTED TO PACE WITH THE CONTRACTOR'S BID.

ALL INFORMATION REQUESTED IN THIS SCHEDULE C MUST BE ANSWERED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED IF NEEDED.

IF, AFTER THE SUBMISSION OF THIS SCHEDULE C AND BEFORE THE COMPLETION OF THE JOINT VENTURE'S WORK, THERE IS ANY CHANGE IN THE INFORMATION PROVIDED BELOW OR ANY PROPOSED CHANGE TO THE JOINT VENTURE AGREEMENT, THE JOINT VENTURE MUST PROMPTLY INFORM PACE'S DBE LIAISON OFFICER OF ANY SUCH CHANGE DIRECTLY IN WRITING OR THROUGH THE CONTRACTOR IF THE JOINT VENTURE IS A SUBCONTRACTOR.

PACE SOLICITATION NUMBER: _____

I. PROVIDE THE FOLLOWING INFORMATION FOR THE JOINT VENTURE:

Name of joint venture: _____

Address of joint venture: _____

Telephone number of joint venture: _____

II. PROVIDE THE FOLLOWING INFORMATION FOR EACH NON-SBE/DBE JOINT VENTURER:

Name of non-SBE/DBE joint venturer: _____

Address of non-SBE/DBE joint venturer: _____

Telephone number of non-SBE/DBE joint venturer: _____

Name of contact person for matters concerning SBE/DBE compliance: _____

III. PROVIDE THE FOLLOWING INFORMATION FOR EACH SBE/DBE JOINT VENTURER:

Name of SBE/DBE joint venturer: _____

Address of SBE/DBE joint venturer: _____

Telephone number of SBE/DBE joint venturer: _____

IV. DESCRIBE THE ROLE(S) OF EACH SBE/DBE JOINT VENTURER: _____

_____

_____

_____

V. ATTACH A COPY OF THE FULLY EXECUTED JOINT VENTURE AGREEMENT. In order to demonstrate each SBE/DBE joint venturer's share in the ownership, control, management, responsibilities, risks, and profits of the joint venture, the joint venture agreement must include: (1) the SBE/DBE joint venturer's contributions of capital and equipment; (2) work items to be performed by the SBE/DBE joint venturer's own forces, (3) work items to be performed under the supervision of the SBE/DBE venturer; and (4) the commitment of management, supervisory, and operative personnel employed by the SBE/DBE joint venturer to be dedicated to the performance of the work.

VI. ATTACH A COPY OF THE CURRENT ILLINOIS UNIFIED CERTIFICATION PROGRAM LETTER OF CERTIFICATION FOR EACH SBE JOINT VENTURER AND EACH DBE JOINT VENTURER.

NOT APPLICABLE

VII. PROVIDE THE FOLLOWING INFORMATION REGARDING OWNERSHIP OF THE JOINT VENTURE:

A. Identify the percentage of SBE/DBE and non-SBE/DBE ownership of the joint venture:

1. SBE/DBE ownership percentage: _____

2. Non-SBE/DBE ownership percentage: _____

B. Identify the SBE/DBE and non-SBE/DBE percentage for each of the following and provide descriptions and details, as applicable:

1. Sharing of profit and loss: _____

_____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

_____

b. Dollar amounts of anticipated on-going contributions: _____

_____

3. Contributions of equipment (specify types, quality, and quantities of equipment to be provided by each joint venturer):

_____

_____

_____

_____

4. Other applicable ownership interests, including ownership options or other agreements that restrict or limit ownership and/or control:

_____

_____

_____

_____

5. Provide copies of all written agreements between joint venturers concerning the work.

6. Identify each Pace contract that any joint venturer currently has with Pace and each Pace contract that any joint venturer has had during the past two years:

_____

_____

_____

VIII. IDENTIFY BY NAME AND FIRM THOSE INDIVIDUALS WHO ARE, OR WILL BE, RESPONSIBLE FOR AND HAVE THE AUTHORITY TO ENGAGE IN THE FOLLOWING MANAGEMENT FUNCTIONS AND POLICY DECISIONS (INDICATE ANY LIMITATIONS TO SUCH AUTHORITY, SUCH AS DOLLAR LIMITS AND/OR CO-SIGNATORY REQUIREMENTS):

A. Joint venture check signing: _____

_____

NOT APPLICABLE

B. Negotiating and signing contracts on behalf of the joint venture: _____

_____

C. Signing, co-signing, and/or collateralizing loans: _____

_____

D. Acquisition of lines of credit: _____

_____

E. Acquisition and indemnification of payment and performance bonds: _____

_____

F. Negotiating and signing labor agreements: _____

_____

G. Management of contract performance:

1. Supervision of field operations: _____

_____

2. Major purchases: _____

_____

3. Estimating costs and scopes of work: _____

_____

4. Engineering: _____

_____

IX. PROVIDE THE FOLLOWING INFORMATION REGARDING FINANCIAL CONTROLS OF THE JOINT VENTURE:

A. Which firm and/or individual will be responsible for keeping the books of accounts? _____

_____

B. Identify the "managing partner," if any, and describe the means and measure of the managing partner's compensation: _____

_____

C. What authority does each joint venturer have to commit or obligate the other joint venturers to insurance and bonding companies, financial institutions, suppliers, subcontractors, and/or other parties participating in the performance of the work?

_____

_____

NOT APPLICABLE

X. STATE THE APPROXIMATE NUMBER OF PERSONNEL (BY TRADE AND PROFESSION) NEEDED TO PERFORM THE JOINT VENTURE'S WORK AND INDICATE WHETHER SUCH PERSONNEL WILL BE EMPLOYEES OF THE MAJORITY FIRM, THE SBE/DBE FIRM, OR THE JOINT VENTURE.

TRADE	NON-SBE/DBE FIRM (NUMBER)	SBE/DBE (NUMBER)	JOINT VENTURE (NUMBER)

PROFESSION	NON-SBE/DBE FIRM (NUMBER)	SBE/DBE (NUMBER)	JOINT VENTURE (NUMBER)
PROFESSIONAL			
ADNMINISTRATIVE/ CLERICAL			
UNSKILLED LABOR			

A. Are any proposed joint venture employees currently employed by any joint venturer?

☐ Yes ☐ No

If yes, identify the number of such employees employed:

By non-SBE/DBE joint venture: _____ By SBE/DBE joint venturer: _____

B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

_____

XI. PROVIDE ANY OTHER MATERIAL FACTS AND ADDITIONAL INFORMATION PERTINENT TO THE CONTROL AND STRUCTURE OF THE JOINT VENTURE.

_____

_____

_____

_____

_____

Any false, fraudulent or deceitful statements or representations regarding the status of an individual or entity in order to qualify for SBE/DBE status or in connection with SBE/DBE participation in any DOT-assisted program may result in penalties imposed by law, ordinance, or resolution, including conviction for a Class 2 felony, penalty for one and a half times the value of the contract, termination of the contract, and prosecution under federal and/or state law.

NOT APPLICABLE

The undersigned hereby certify and affirm that the information provided in this Schedule C is true and correct and identifies and explains the terms and operations of the joint venture listed above and the intended participation of each joint venturer in the solicitation. The typed name of each of the undersigned constitutes his/her signature on this Schedule C.

Name of SBE/DBE Firm	Name of Non-SBE/DBE Firm
Signature of Authorized Agent of SBE/DBE Firm	Signature of Authorized Agent of Non-SBE/DBE Firm
Printed Name of Authorized Agent of SBE/DBE Firm	Printed Name of Authorized Agent of Non-SBE/DBE Firm
Title of Authorized Agent of SBE/DBE Firm	Title of Authorized Agent of Non-SBE/DBE Firm
Telephone Number of Authorized Agent of SBE/DBE Firm	Telephone Number of Authorized Agent of Non-SBE/DBE Firm
Email Address of Authorized Agent of SBE/DBE Firm	Email Address of Authorized Agent of Non-SBEDBE Firm
Date	Date

NOT APPLICABLE

Insurance Requirements – 422844

Contractor shall obtain and maintain insurance coverage required by this exhibit for the term of this Contract plus one additional year. If Contractor's warranty and/or a materials warranty applies to this Contract and extends beyond one year from the term of this Contract, evidence of insurance coverage must be for the entire length of Contractor's warranty or the materials warranty, whichever is greater. All insurers must maintain a rating of A-VII or better as rated by A.M. Best Company. If an A.M. Best rating is not available due to insurance coverage being underwritten by an alternative risk financing method (*e.g.*, self-insurance, risk retention group, and captive insurance company), Contractor shall provide Pace with Contractor's most recent audited financial statements, audit report notes, state insurance department documents granting Contractor's self-insurance approval, and/or, at Pace's discretion, written attestation that Contractor possesses the necessary amount of unencumbered financial assets to support Contractor's retained risk financing exposures.

Contractor shall insert the substance of this exhibit in Contractor's contracts with subcontractors and independent contractors performing any work under this Contract ("Subs/Independents") and shall require all Subs/Independents to provide and maintain the insurance required by this exhibit, including naming Pace as an Additional Insured as set forth herein. It is Contractor's sole responsibility to ensure that the insurance coverage of the Subs/Independents meets or exceeds the insurance coverage required by this exhibit.

Prior to Contract award and within five business days of Pace's written request, Contractor shall provide Pace with the evidence of insurance coverage required by this exhibit for Pace's approval. Contractor shall not commence work under this Contract prior to that approval. If Contractor fails to provide the evidence of coverage required by this exhibit, Pace, in its sole discretion, may determine that Contractor is not responsible. Contractor agrees that any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided will not constitute a waiver of Contractor's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Contractor's responsibilities under other provisions of this Contract, including the indemnification provision of the Contract. Contractor's failure to carry, maintain, and/or document the insurance required by this exhibit will constitute a breach of this Contract.

Upon Pace's written request, Contractor shall provide Pace with a copy of each insurance policy required by this exhibit.

☒ **Evidence of Insurance** must be on Acord 25 (or equivalent) Certificate of Insurance form and must evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Contractor shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Contractor shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability} and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC 00 03 13, or their equivalent.

The following wording must appear on the Certificate of Insurance: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace."

Waiver of subrogation must appear on the Certificate of Insurance.

Additional Insured must appear on the Certificate of Insurance as "Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority."

The Certificate of Insurance must disclose all applicable deductibles or self-insured retentions, which are the sole responsibility of Contractor.

The insurance required by this exhibit must provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of that cancellation.

The Certificate Holder must appear on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Insurance Liaison

Insurance Coverages:
Minimum insurance requirements for this Contract are identified in those paragraphs below marked with an ☒:

☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of $1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. This policy must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured by endorsement.

☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-$1,000,000; General Aggregate-$2,000,000; Products/Completed Operations Aggregate-$2,000,000; and Personal & Advertising Injury-$1,000,000. This policy must be written on an ISO CG 00 01 (or equivalent) and must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured by endorsement.

☒ **Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-$1,000,000 Each Accident, $1,000,000 Disease-Each Employee, $1,000,000 Disease-Policy Limit. Executive officers, sole proprietors, general contractors utilizing independent contractor labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage must execute a hold harmless agreement provided by Pace.

☒ **Umbrella Liability Insurance** affording the following coverage and limits: $1,000,000 each occurrence and $1,000,000 aggregate. The insurance must provide coverage at least as broad as each of the underlying policies and must name Pace, the Suburban Bus Division of the Regional Transportation Authority, and the Regional Transportation Authority as Additional Insured.

☒ **Technology Errors and Omissions/Cyber Liability Insurance** affording the following third-party liability coverage and limits:

Third-Party Liability Coverage	Coverage to Include	Required Minimum Sublimit
Professional Services	Acts, errors, or omissions in the course of providing professional services	$1,000,000 per claim
Network Security Liability	Breaches in network security or unauthorized access events	$1,000,000 per claim
Privacy Liability	Wrongful disclosures of confidential information	$1,000,000 per claim

☒ **Waiver of Subrogation**
Contractor and its insurer must waive any rights of subrogation that they have against Pace and the Regional Transportation Authority and, in connection therewith, Contractor's insurance policies required under this exhibit must include a waiver of subrogation clause or endorsement.

The insurance required under this Contract, including that which provides additional insured coverage for Pace and the Regional Transportation Authority, is primary and non-contributory to any other insurance of Pace and the Regional Transportation Authority.

EXHIBIT H

TECHNICAL PROPOSAL

COVER PAGE

EXHIBIT J
RFP No. 422844

REQUEST FOR CHANGE TO TERMS AND CONDITIONS

Bidders must complete this form to request a change to the standard terms and conditions of this RFP ("change request") and must submit it concurrently with their Bid on or before the date and time Bids are due. Pace will not consider any untimely change requests.

NOTE: DOT, FTA, IDOT, RTA, State, and Pace requirements will not be changed.

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