

**BID FOR VEHICLE MAINTENANCE/REPAIR PROVIDER**  
**NOTICE OF VEHICLE REPAIR/MAINTENANCE BID RE: VEHICLE**  
**MAINTENANCE/REPAIR CONTRACT OPPORTUNITY**

Project NOW, Inc.CAA (Project NOW) at 418 19<sup>th</sup> Street, Rock Island, Illinois, 61201, is soliciting applications from firms and individuals who may be interested in submitting their qualifications and bid as a prospective VEHICLE REPAIR/MAINTENANCE PROVIDER.

The accompanying Request for Proposal provides a bid form and application forms together with a digest of salient lease terms and further descriptive data on the physical inventory involved with this contract.

It is the intent of Project NOW to award this contract as promptly as possible after the deadline. **The bid deadline date is hereby identified as TUESDAY, AUGUST 30<sup>th</sup>, 2016, at 10:00 A.M., C.S.T.**

  
\_\_\_\_\_  
Kristina L. Bedard  
Senior Services Director  
Project NOW, Inc.

BID NOTICE

VEHICLE MAINTENANCE BID FOR PROJECT NOW, INC.'S RIM RURAL TRANSIT (5311), SENIOR TRANSPORTATION, SENIOR NUTRITION PROGRAMS IN ROCK ISLAND/MERCER COUNTIES. OVER A 3 YEAR PERIOD, BEGINNING OCTOBER 1, 2016.

BID PACKET APPLICATIONS ARE AVAILABLE BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM AT:

PROJECT NOW, INC., CAA  
418 19<sup>th</sup> STREET  
PO BOX 3970  
ROCK ISLAND, ILLINOIS 61204-3970

MICHELLE INGERSOLL  
FINANCE DIRECTOR  
TELEPHONE: (309) 793-6391

ALL FORMS MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY THE APPLICANT. THE APPLICATION AND SEALED BID ARE TO BE SUBMITTED TO THE PROJECT NOW FINANCE DIRECTOR AT 418 19<sup>TH</sup> STREET, PO BOX 3970, ROCK ISLAND, ILLINOIS, 61204-3970 BY 10:00 AM C.S.T TUESDAY, AUGUST 30<sup>th</sup>, 2016.

BIDS WILL BE OPENED TUESDAY, AUGUST 30<sup>th</sup>, 2016, AT 10:15 AM C.S.T.

## **SECTION 1 – INTRODUCTION**

### **1.1 INFORMATION AND CLARIFICATION**

Project NOW, Inc. is inviting the submission of proposals from qualified vendors to furnish all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of Project NOW, Inc. vehicles.

All requests for information or clarification are to be addressed to the Director of Senior Services, Kris Bedard, at [kbedard@projectnow.org](mailto:kbedard@projectnow.org).

### **1.2 ELIGIBILITY**

To be eligible to respond to this RFP, the Proposer must have a valid occupational license and any other required licenses to perform vehicle repairs in Rock Island County and the State of Illinois. Interested facilities must have all of their mechanics with ASE (Automotive Service Excellence) Certification. All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments are to be directed to the Director of Senior Services, Kris Bedard, at [kbedard@projectnow.org](mailto:kbedard@projectnow.org).

### **1.3 CERTIFICATION**

By offering a submission to this Request for Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposals and has not colluded with any other proposer or parties to this proposal whatever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, in connection with this proposal:

A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;

B. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening, directly or indirectly to any other proposer or to any competitor;

C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;

D. The only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

### **1.4 RETENTION OF PROPSALS**

Project NOW, Inc. reserves the right to retain all Proposals submitted and to use any ideas contained in a Proposal, regardless of whether that firm is selected.

### 1.5 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE

Sealed proposals must be received no later than 10:00 a.m. local time on Tuesday, August 30th at 418 19th Street, Rock Island, IL 61201. Each sealed proposal is to be clearly marked and identified as follows:

Project NOW, Inc.  
C/o Michelle Ingersoll, Finance Director  
418 19<sup>th</sup> Street  
Rock Island, IL 61201  
"VEHICLE REPAIR & MAINTENANCE SERVICES"

The responsibility for submitting this proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. Project NOW, Inc. is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive.

### 1.6 PROJECT NOW, INC. OPTIONS

Project NOW, Inc. reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of vehicle repair and maintenance services. "The right is reserved to accept any proposal or any part or parts thereof or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Illinois Department of Transportation (and the United States Department of Transportation)." Project NOW, Inc. also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP.
- To reject or accept any and all proposals.
- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

### 1.7 SELECTION PROCESS

The Evaluation Committee will review and evaluate all proposals submitted in response to the RFP. The committee consists of at least three individuals: Finance Director; Senior Services Director; Community Services Director; Grant Accountant; and Executive Director. See Exhibit F for scoring of bids.

### 1.8 AWARD OF CONTRACT

Project NOW, Inc. intends to select and make a recommendation for award of a contract to the Project NOW, Inc. Board of Directors. There is no obligation on the part of Project NOW, Inc. to award the contract to the lowest proposer (least cost to Project NOW Inc.). Project NOW, Inc. further reserves the right to award the contract to the most responsible proposer submitting a proposal which is most advantageous and in the best interest of Project NOW, Inc. Project NOW, Inc. shall be the sole judge of the proposal that is/are in its best interest, and its decision is final. The term of the contract shall be in accordance with the time requirements as set forth in this RFP Section 2.5 TERM.

### 1.9 WRITTEN NOTICE TO PROPOSERS

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of

said selection.

#### **1.10 NON-ASSIGNMENT**

The contractor shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of Project NOW, Inc. Project NOW, Inc. may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

#### **1.11 INDEMNIFICATION AND HOLD HARMLESS**

The contractor shall indemnify and hold harmless Project NOW, Inc., its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The contractor shall also indemnify and hold harmless Project NOW, Inc., its agents and employees from and against all claims, damages, losses and expenses arising from action of contractor's employees on Project NOW, Inc. property or in the course of carrying out any business related to the contract.

#### **1.12 DEFAULT**

Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and Project NOW, Inc. may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

### **SECTION 2 –SPECIFICATIONS**

#### **2.1 SCOPE OF WORK**

The work covered by this specification consists of furnishing all material, labor and equipment necessary in performing all operations necessary in connection with the repair and maintenance of Project NOW, Inc. rural public transportation, senior transportation and senior nutrition program vehicles. A complete list of Project NOW, Inc. vehicles is attached to this RFP as Exhibit A.

#### **2.2 SERVICE AVAILABILITY**

The selected firm shall provide vehicle repair services a minimum of five (5) days a week, from at least 8:00 am to 5:00 pm on normal business weekdays. The service hours and days of your firm are to be specified in the Qualification Questionnaire attached to this RFP as Exhibit B.

#### **2.3 SERVICE LEVEL**

The selected firm is required to provide service according to the vehicle manufacturer's recommended service levels.

#### **2.4 FEES FOR SERVICE**

Interested firms must submit the Schedule of Fees attached to this RFP as Exhibit C. Parts & Material All parts and material required in the performance of this specification shall be charged on the basis of the manufacturer or jobber's list price less a fixed discount percentage rate that the firm must identify in his proposal submission. Project NOW, Inc. reserves the right, if it deem necessary, to inspect the proposers discount procedure, either prior to or after the contract has been awarded. The contractor will be

required to show the discount rate allowed on each and every invoice. The maximum compensation or reimbursement payable under the contract shall not exceed \$66,670.

## 2.5 TERM

The term of the agreement shall commence upon final execution of the agreement by Project NOW, Inc. and continue for a period of three (3) years, with one two-year extension option if agreed to by both parties.

## 2.6 TERMS OF PAYMENT

The contractor will issue an invoice of the work, which has been completed, to Project NOW, Inc. within one week of completion. Once determined that the work specified in the invoice has been performed according to the job specifications, Project NOW, Inc. shall pay such invoice within 30 days.

## 2.7 INSURANCE REQUIREMENTS

During the term of the agreement, the selected firm will be required to maintain the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability coverage with limits of liability of not less than \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. The liability insurance shall include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

B. Workers Compensation and Employer's Liability Insurance. Workers Request For Proposal Vehicle Repair & Maintenance Services Project No. 2014-010 7 compensation and employer's liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

C. Business Automobile Liability Insurance. Business automobile liability insurance with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage.

D. Professional Liability Insurance. Professional liability insurance in an amount of not less than \$1,000,000.00 per Occurrence, single limit.

E. Other Coverages. Such additional insurance coverages as may be reasonably required by Project NOW, Inc.

## 2.8 PERFORMANCE REQUIREMENTS

During the term of the agreement, the selected firm shall be required to:

- Guarantee all work for one (1) year from the time the work is completed.
- Maintain accessibility to the maintenance facility pursuant to the requirements of the agreement and this RFP
- Complete appropriate checklists (see Exhibit I)
- Maintain the same level of performance as stated in the proposal throughout the term of the agreement.

- Maintain all vehicles per manufacturers' suggested service intervals using only factory recommended parts and products.
- Have all mechanics ASE (Automotive Service Excellence) Certified.

### **SECTION 3 -REQUIREMENTS OF THE RESPONSE**

#### **3.1 GENERAL REQUIREMENTS**

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide vehicle maintenance and repair services for Project NOW, Inc. in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposal and qualifications will carry more weight than their form or manner of presentation. The technical response is to demonstrate the qualifications of the individual or firm and of the particular staff to be assigned to this engagement.

“Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.”

The Proposal is to respond to all the points outlined in the Request for Proposal. The Proposal is to be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposal. Please provide as much information as possible regarding qualifications and experience.

#### **3.2 SUBMISSION REQUIREMENTS**

The following information must be included as part of the proposal:

- A. Name, contact, address, telephone and fax number, and email of your firm.
- B. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- C. Qualifications of firm, including but not limited to: firm's history and number of years in business.
- D. Statement from contractor that they comply with all applicable Equal Employment Opportunity laws and regulations.
- E. Provide all necessary licenses, permits and certifications relating to vehicle repair and maintenance.
- F. Completed Qualification Questionnaire attached to this RFP as Exhibit B.
- G. Completed and signed Schedule of Fees form attached to this RFP as Exhibit C.
- H. Proof of insurance as detailed in Section 2.7, INSURANCE REQUIREMENTS
- I. Completed Drug Free Workplace form attached to this RFP as Exhibit D.
- J. References - All qualified firms must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information is to be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.
- K. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm.
- L. Any other information you feel is appropriate to assist in the selection process.

These proposal documents are by reference made part of any contract awarded as a result of this proposal process. The following State and Federal clauses are applicable to the parties involved:

**Financial Assistance** – Any contract resulting from these bids is subject to financial assistance contracts between Rock Island County/Project NOW (and the United States Department of Transportation) and the Illinois Department of Transportation.

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

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

#### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officers shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – Project NOW, Inc. shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Project NOW, Inc. may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County of Rock Island for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees - (i) Apprentices -** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is

employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **Contract Work Hours and Safety Standards**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

#### **No Obligation by the Federal Government.**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

**Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Project NOW may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

**Termination for Convenience (Professional or Transit Service Contracts)** The Project NOW, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Project NOW may terminate this contract for default. The Project NOW shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Project NOW, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Project NOW shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Project NOW.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by **Project NOW, Inc.** If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Project NOW, Inc.**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Privacy Act**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

### **Civil Rights - The following requirements apply to the underlying contract:**

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the

Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

In the event of the Contractor's non-compliance with any provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine of action to rectify any such underutilization.
- b. That, if hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with understanding, a notice advising such labor organizations or representatives of the contractor's obligations under the Illinois Human Rights Act and the representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- g. That it will include verbatim or by reference the provisions of this ITEM in every subcontract it awards under which any portion of the contract

obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of the contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refused to comply therewith. In addition, the contractor will not utilize and subcontractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- h. The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request."
- i. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- j. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- k. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.

Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation has not been established. A separate contract goal **has not** been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Project NOW, Inc. deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Project NOW, Inc.. In addition, **the contractor may not hold retainage from its subcontractors**. The contractor must promptly notify **Project NOW, Inc.**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **Project NOW, Inc.**

### **Incorporation of Federal Transit Administration (FTA) Terms**

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

### **EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT**

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Other laborers may be used when Illinois laborers as defined herein are not available, or are

incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during period of excessive unemployment. This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

#### **Interest of Members of Congress**

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

#### **Prohibited Interest**

“No member, or officer, or employee of Rock Island County/Project NOW or a local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

#### **Contract Changes**

“Any proposed change in this contract shall be submitted to Project NOW for its prior approval.”

#### **Subcontracts**

“The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of (the third party) or use any materials from the stores, of (the third party), with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All request for concurrence shall be submitted to Project NOW for approval prior to submittal to IDOT.”

#### **Escalation**

Escalation clauses are not allowed as part of specifications or contracts, with the following exceptions, subject to prior concurrence by the Department for each contract:

- Procurement for rail vehicles, where the contract price exceeds \$10,000,000 and completion of delivery exceeds one year; and
- Procurement of metal products from a mill or manufacturer where quotations based on “price at time of shipment” have historically been used.

**EXHIBIT A: PROJECT NOW, INC. VEHICLES**

<b>Project NOW Vehicle #</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>PROGRAM</b>
13	2010	Ford 350– LIGHT DUTY	Public Transportation
9	2012	Dodge - minivan	Public Transportation
15	2012	Dodge- minivan	Public Transportation
4	2010	Dodge- minivan	Public Transportation
17	2012	Dodge- minivan	Public Transportation
16	2012	Dodge- minivan	Public Transportation
12	2010	Dodge- minivan	Public Transportation
2	2002	Ford 350– LIGHT DUTY	Public Transportation
1	2010	Dodge - minivan	Public Transportation
5	2007	Ford 350– LIGHT DUTY	Senior Transportation
6	2007	Ford 350– LIGHT DUTY	Senior Transportation
14	2012	Dodge- minivan	Senior Transportation
21	2003	Ford 350 – LIGHT DUTY	Senior Transportation
8	2007	Chrysler – minivan	Senior Nutrition
10	2008	Dodge – minivan	Senior Nutrition
18	2012	Chevy Traverse	Senior Nutrition
19	2013	Chevy Traverse	Senior Nutrition
20	2014	Chevy - Silverado	Senior Nutrition
22	2004	Honda Odyssey – minivan	Senior Nutrition

\*\*Vehicles may be added, changed or removed



**EXHIBIT C**  
**SCHEDULE OF FEES**  
**(each item is worth 1 point unless otherwise noted)**

The vendor agrees that the following schedule of fees shall be the maximum amount which they may charge for Vehicle Repair and Maintenance Services. Include any and all shop supply fees.

1. OIL CHANGE \$ \_\_\_\_\_

Must include:

- Change the vehicle’s oil with up to six (6) quarts of top quality motor oil\*
- Replace the oil filter with top quality filter\*
- Inspect the wiper blades and replace, if needed (do not include price of parts)
- Vacuum the interior floors
- Clean the exterior windows
- Lubricate all grease fittings (if needed)
- Check & fill (if needed) brake fluid
- Check & fill (if needed) transmission / transaxle fluid
- Check & fill (if needed) differential and coolant fluid
- Check & fill (if needed) power steering fluid
- Check & fill (if needed) windshield wash fluid
- Check & fill (if needed) battery water
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

\*Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.

2. REPLACEMENT OF PVC VALVE \$ \_\_\_\_\_

3. REPLACEMENT OF FUEL FILTER \$ \_\_\_\_\_

4. REPLACEMENT OF BRAKES/BRAKE PARTS

a) Front Slotted Disc Brakes (full - all parts and labor) \$ \_\_\_\_\_

b) Rear Disc Brakes (full - all parts and labor) \$ \_\_\_\_\_

c) Rear Drum Brakes (full: - all parts and labor) \$ \_\_\_\_\_

d) Turn Brake Drums (per pair) \$ \_\_\_\_\_

e) Turn/Cut Rotors (per pair) \$ \_\_\_\_\_

f) Replace Rotors (per pair; full: - all parts and labor) \$ \_\_\_\_\_

g) Rebuild Wheel Cylinders (each) \$ \_\_\_\_\_

h) Rebuild Master Cylinder \$ \_\_\_\_\_

i) Flush Brake Fluid \$ \_\_\_\_\_

5. REPLACEMENT OF AIR FILTER \$ \_\_\_\_\_

6. RADIATOR FLUSH (Include Fluid) \$ \_\_\_\_\_

7. AIR CONDITIONING SERVICE (Include 1lb of Freon) \$ \_\_\_\_\_

8. SERPENTINE BELT REPLACEMENT \$ \_\_\_\_\_

**EXHIBIT C**  
**SCHEDULE OF FEES (continued)**

9. TRANSMISSION (Drain/Replace Fluid/Clean Filter)	\$ _____
10. INTAKE MANIFOLD GASKET REPLACEMENT (Including Labor)	\$ _____
11. TUNE-UP Including Plugs (Specify price when proposing for each)	
a) Four cylinder	\$ _____
b) Six cylinder	\$ _____
c) Eight cylinder	\$ _____
12. JUMP-START VEHICLE	\$ _____
13. BATTERY (HD)	
a) Replacement (must meet manufacturer AMP specifications for vehicle)	\$ _____
b) On-board diagnostic inspections	\$ _____
14. ALTERNATOR REPLACED	\$ _____
15. ALIGNMENTS	
a) Front Pair (2 Wheel)	\$ _____
b) Rear Pair (2 Wheel)	\$ _____
c) Front and Rear (4 Wheel)	\$ _____
16. SHOCKS	
a) Front	\$ _____
b) Rear	\$ _____
17. TIRES	
a) Repair (0.5 points)	\$ _____
Specify type of repair (interior patch or equivalent): _____	
b) Remove & Replace	\$ _____
c) Balance	\$ _____
d) Rotate (with inspection of brakes) (0.5 points)	\$ _____
18. COMPUTER DIAGNOSTIC ASSESSMENT	\$ _____
19. LABOR RATE/HOUR FOR NON-LISTED REPAIRS	\$ _____
20. EMERGENCY TOWING CHARGE	\$ _____
21. PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS	_____ %

In submitting this proposal, it is understood that the unrestricted right is reserved by Project NOW, Inc. in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals. The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any proposer to refrain from proposing, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other proposer.

Print Name	Signature
Title	Date

**EXHIBIT F  
DRUG FREE WORKPLACE**

Whenever two or more Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, he employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Print Name

Signature

---

Title

Date

**PROJECT NOW PREVENTATIVE MAINTENANCE**

**\*\*\*Enter Cost for 5,000 MILES Maintenance Below**

Please check boxes to show completion

**Inspected/Completed**

<input type="checkbox"/>	Oil Change
<input type="checkbox"/>	Oil Filter replaced
<input type="checkbox"/>	Radiator hoses and fluid
<input type="checkbox"/>	Belts' condition and ensure proper tension
<input type="checkbox"/>	Battery connections and mounting
<input type="checkbox"/>	Exhaust system condition, possible leaks and mounting
<input type="checkbox"/>	Air filter/cleaner condition and date
<input type="checkbox"/>	Crankcase is drained, refilled and mounts are checked
<input type="checkbox"/>	Fuel system is checked for leaks, condition and operation
<input type="checkbox"/>	A/C, heat and defroster are checked for motor operation
<input type="checkbox"/>	All lights and signals are checked for operation
<input type="checkbox"/>	Brake fluid is checked, as well as pedal travel and parking brake operation
<input type="checkbox"/>	Suspension is lubricated and condition is checked
<input type="checkbox"/>	Transmission fluid level and operation
<input type="checkbox"/>	Windsheild wipers condition; add fluid
<input type="checkbox"/>	Drive line is lubricated, differential is inspected and checked for leaks
<input type="checkbox"/>	Tires are rotated and checked for proper inflation
<input type="checkbox"/>	Lubrication is done on all hinges, cable guides, tailgate latches/levers and contact points
<input type="checkbox"/>	Seat belts and other Safety/ADA Equipment is checked for condition and operation
<input type="checkbox"/>	Preventative Maintenance of ADA Equipment (light oil of hinges, springs, pivot points)
<input type="checkbox"/>	Vehicle Operation is checked by road test

Date: \_\_\_\_\_

Vehicle #: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Signature: \_\_\_\_\_

Cost to perform 5,000 mile maintenance \$ \_\_\_\_\_ (10 points)

EXHIBIT E

**PROJECT NOW PREVENTATIVE MAINTENANCE**

**\*\*\*Enter Cost for 24,000 MILES Maintenance Below**

Please check boxes to show completion

**Inspected/Completed**

<input type="checkbox"/>	Oil Change
<input type="checkbox"/>	Oil Filter replaced
<input type="checkbox"/>	Radiator, fluid filled to proper level, pressure test coolant system
<input type="checkbox"/>	Belts' and Hoses' condition and proper tension
<input type="checkbox"/>	Battery connections and mounting, load test and check electrolyte
<input type="checkbox"/>	Exhaust system condition, possible leaks and mounting
<input type="checkbox"/>	Air compressor filter replaced; check system for operation, leaks and drain air tank
<input type="checkbox"/>	Crankcase is drained, refilled and mounts are checked
<input type="checkbox"/>	Engine is checked for operation, oil leaks and mounting
<input type="checkbox"/>	Fuel system is checked for leaks, condition and operation; replace filters
<input type="checkbox"/>	A/C, heat and defroster are checked for motor operation
<input type="checkbox"/>	All lights and signals are checked for operation
<input type="checkbox"/>	Clutch is checked for free travel, noise and operation
<input type="checkbox"/>	Brake gauge drums, rotors linings & pads; check fluid, calipers, cylinders, parking brake cables and linkage for leaks and operation
<input type="checkbox"/>	Suspension is lubricated and check axle, springs, equalizers, u-bolts and control arms
<input type="checkbox"/>	Transmission filter replaced; check fluid level, mounting, leaks and linkage operation
<input type="checkbox"/>	Windshield wipers condition and washer operation; add fluid
<input type="checkbox"/>	Differential drained and refilled, check for leaks and proper venting
<input type="checkbox"/>	Drive shaft check u-joints, yokes, spines and alignment
<input type="checkbox"/>	Tires are rotated and checked for proper inflation and condition of gauge depth in 32nd of an inch, rims/wheels and lugs
<input type="checkbox"/>	Wheel Alignment toe setting is checked
<input type="checkbox"/>	Wheel Bearings are checked, cleaned and repacked
<input type="checkbox"/>	Lubrication is done on all hinges, cable guides, tailgate latches/levers and contact points
<input type="checkbox"/>	Seat belts and other Safety/ADA Equipment, Horn is checked for condition and operation
<input type="checkbox"/>	Preventative Maintenance of ADA Equipment (light oil of hinges, springs, pivot points)
<input type="checkbox"/>	Body condition is checked for missing paint, marks, damage to flaps and bumpers
<input type="checkbox"/>	Interior condition of seats, carpets and mats; operation of all gauges and instruments
<input type="checkbox"/>	License/sticker is checked and safety inspection sticker added, if required
<input type="checkbox"/>	Hydraulic System checked for leaks, fluid levels and operation
<input type="checkbox"/>	Vehicle Operation is checked by road test

Date: \_\_\_\_\_

Vehicle #: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Signature: \_\_\_\_\_

Cost to perform 24,000 mile maintenance \$ \_\_\_\_\_ (10 points)



Name of Principal's Bank \_\_\_\_\_  
Bank Address \_\_\_\_\_  
Type of Account: Saving \_\_\_\_\_ Checking \_\_\_\_\_

Do you have a fraction or whole ownership in vehicle maintenance real estate at present?  
If so, please offer the following information: (If more space needed, attach schedule)  
Name \_\_\_\_\_ %Ownership \_\_\_\_\_  
Address \_\_\_\_\_  
Name \_\_\_\_\_ %Ownership \_\_\_\_\_  
Address \_\_\_\_\_

Give three (3) bank and/or business references (3 points):  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_

Give three (3) personal references (3 points):  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_

**THE PRINCIPAL'S FINANCIAL STATEMENT MUST ACCOMPANY THIS APPLICATION.**

The statements contained in this application are true and complete and nothing has been suppressed affecting my moral and credit stability.

Applicant's Signature \_\_\_\_\_

WITNESS \_\_\_\_\_

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ .

**EXHIBIT H**

**SCORING CRITERIA**

<b>1.</b>	<b>40%</b>	<b>Qualifications/Capacity/Accessibility (Exhibit B)</b>
<b>2.</b>	<b>15%</b>	<b>References/General Info (Exhibit G)</b>
<b>3.</b>	<b>40%</b>	<b>Price/costs (Exhibits C, D, &amp; E)</b>
<b>4.</b>	<b>5%</b>	<b>Completion of RFP – Check list and all documents submitted on time. (Exhibits F and I)</b>

The Committee shall make award recommendation to the Project NOW, Inc. Board of Directors. Upon Board approval, the party(s) selected/awarded the contract will be contacted.

Project NOW, Inc. will award the competitive proposal contracts to the responsible Companies/Firms whose proposals are the most advantageous, considering price and technical requirements. Project NOW, Inc. reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its own best interest. The above criteria will be used to evaluate the proposals.

EXHIBIT I

**Instructions to proposers:**

Submittal requirements:

The information included in this document is designed to assist with responding to the RFP by indicating the desires of the procuring agency. All respondents must accurately and completely fill out ALL forms.

Respondents to the RFP may only communicate with the designated contact listed in the RFP regarding the RFP and/or selection process. All communication shall be **in writing**. Companies/Firms shall have no contact related to the project with members of Project NOW's Board of Directors or anyone else except those designated in the RFP.

The proposal will be valid for a period of 120 days from submission.

All submitted proposals must adhere to the following guidelines:

1. Be typed or extremely legible handwriting on 8 ½" by 11" paper
2. **Mailed** in a sealed envelope to the address:

**Project NOW, Inc.  
C/O Michelle Ingersoll, Finance Director  
VEHICLE REPAIR & MAINTENANCE RFP  
418 19<sup>th</sup> Street  
Rock Island, IL 61201**

3. Be received by August 30<sup>th</sup>, 2016 at 10:00 a.m.

<b>SUBMISSION PACKET CHECKLIST</b>		
The checklist below is provided to help proposers with compilation of documents requested in the RFP		
<b>Check if completed</b>	<b>Included in packet</b>	<b>Sign off as complete</b>
	Exhibit B – Qualification Questionnaire	
	Exhibit C – Schedule of Fees	
	Exhibit D – 5,000 mile maintenance	
	Exhibit E – 24,000 mile maintenance	
	Exhibit F – Drug Free Workplace	
	Exhibit G – Information/References	
	Exhibit I – this checklist	
	Contract Signed	

AGREEMENT CONTRACT  
PROJECT NOW, INC.

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Project NOW, Inc., and organization under the laws of the State of Illinois (hereinafter called Project NOW) and \_\_\_\_\_ hereinafter called (Contractor) having regional offices at \_\_\_\_\_.

1. **Scope and description of services:** The Contractor shall provide Vehicle Maintenance Services for Project NOW's Senior Services revenue and non-revenue fleets as fully described in the attached exhibits. These fleets consist of approximately 20 vehicles. The approximate number of vehicles may change if additional vehicles are added or removed from the fleet.
2. **Basis of award:** Award will be made to the vendor who represents the best overall value and service to Project NOW. This Contract shall be effective as of the date when it is signed by Project NOW and a fully executed Contract is mailed to the winning proposer.
3. **Terms of payment:** Compensation for services by the Contractor shall be paid in accordance with this section, but total compensation shall not exceed the sum of \$ 66,670 . All payments shall be made in accordance with the following:
  - a. **Invoicing** – The Contractor will invoice Project NOW Accounts Payable, 418 19<sup>th</sup> St, PO Box 3970, Rock Island, IL 61204-3970 based on services rendered and expenses incurred. All invoices must show the Project NOW Contract Number # \_\_\_\_\_. Payment will be made within 30 days of receipt of an approved invoice. In order to ensure timely payment of all invoices, CONTRACTORS ARE REQUIRED TO:
    - i. CERTIFY that invoices reflect actual services rendered and costs that were incurred, and that payment is due. This certification is to be signed and must appear on the contractor's invoices. Failure to include the certification with the invoices may cause for delay in payment until the required certification is received.
    - ii. IDENTIFY the level of personnel who have completed the task(s) being billed, their hourly rate(s), and the number of hours worked on each task.
    - iii. ATTACH a detailed description of the work included in each completed task being billed on the invoice. The Contractor shall prepare and submit progress reports which describe the work already performed and anticipated during the coming time period as set forth elsewhere in these documents. The invoice shall include the description of services and location where services were rendered.
    - iv. ATTACH a detailed listing, in an invoice or series of invoices, of all equipment furnished to Project NOW as part of this Contract. All equipment should be itemized with corresponding par/model and serial numbers where applicable. The itemized listing shall be provided on an invoice with the shipment date and delivery location indicated. If the Contractor's invoices are billed as progressive or acceptance payments, any equipment shipped to Project NOW during that billing period must be itemized on an invoice with the associated cost for each item.
    - v. MAINTAIN on file a copy of all subcontractor's invoices paid by the Contractor on behalf of Project NOW. Subcontractor's invoices should be clearly identified

as line item references on the contractor's invoice. If equipment is provided and shipped to Project NOW by a subcontractor or the Contractor's outside supplier, the Contractor is responsible for obtaining and submitting the itemized listing of equipment that is shipped to Project NOW.

- b. Payment – Payment will be made thirty (30) days after receipt of an approved invoice minus 0% retention. Project NOW will pay the 0% retention upon final acceptance of the services contracted for herein.
- 4. Time for Completion of Services: The Contractor shall complete all services described herein within 36 months from the effective date of the Contract and agrees to complete each phase of the work in accordance with the schedule of work, if applicable, as set forth elsewhere in these documents.
- 5. Contract Documents: The following Exhibits are attached hereto and made a part hereof and shall become a part of any contract award. If there is any conflict in the provisions contained in these Exhibits, then the more stringent shall take precedence.

- Exhibit A: Project NOW, Inc Vehicles
- Exhibit B: Qualification Questionnaire
- Exhibit C: Schedule of Fees
- Exhibit D: 5,000 Mile Preventative Maintenance
- Exhibit E: 24,000 Mile Preventative Maintenance
- Exhibit F: Drug Free Workplace
- Exhibit G: General Information
- Exhibit H: Scoring Criteria
- Exhibit I: Instructions

- 6. Project NOW DBE Requirements: Project NOW has determined that ZERO PERCENT (0%) DBE participation is required for this contract. Project NOW encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities.
- 7. Insurance Requirements: The successful proposer will be required to provide evidence of all required insurance coverage, limits, endorsements, etc. For the duration of the contract plus two additional years. Evidence of required insurance coverage shall be provided on an Acord 25-S (or equivalent) Certificate of Insurance form. The Certificate of Insurance must be submitted to and approved by Project NOW **prior to** contract award and **prior to the** required insurance policy expiration date.
- 8. Indemnification: The Contractor shall indemnify, deep and save harmless Project NOW, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Project NOW arising out of the services or products provided under this Contract, including any copyright or patent infringement or claim of such infringement arising from the intended use of goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Project NOW, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its independent contractors which may arise out of and in the course of performance of this contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. The Contractor shall retain

independent counsel and at its expense shall assume and defend all claims, demands and suits covered in the indemnification section.

9. Retention of Records: The Contractor shall maintain records to verify the actual time devoted and costs incurred. These records shall be maintained for a minimum period of five years after completion of the contract at which time the Contractor may request permission from Project NOW to dispose of the records. Upon fifteen (15) days notice from Project NOW, all time sheets, billings, and other documentation used in preparing said records shall be made available for inspection, copying, or auditing by Project NOW at any time during normal business hours at Project NOW's administration location.
10. Ownership of Records: Project NOW shall retain ownership of all plans, specifications, and related documents, and all other documents, including but not limited to those mentioned above, prepared by the Contractor under the contract.
11. Audit and Inspection of Records: The Contractor shall permit the authorized representative of Project NOW, the Regional Transportation Authority, the State of Illinois, the U.S. Department of Transportation and the comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the Contract. Contractor acknowledges and agrees that representatives of the office of Executive Inspector General have the authority and ability to : examine any record, information, data, reports, plans, projections, matters, contracts, correspondence, or other materials, and interview any employee, officer or agent of Contractor with respect to performance of the terms, and provision of goods and/or services of this contact. Contractor agrees to cooperate fully and expeditiously with any investigation or audit conducted.
12. Termination for Insufficient Funds: It is expressly agreed that Project NOW's obligation to pay for the services provided under this Contract shall be limited to the availability of funds from (1) Project NOW's revenues and budget for the fiscal years covered by this Contract and from (2) funds that may be received from the Federal Transit Administration, the Illinois Department of Transportation, the Regional Transportation Authority, and/or other funding agencies to be specifically applied for the services provided under this contract. In the event that Project NOW determines that funds are not available from these sources to pay any remaining unpaid part or parts of the Contract, Project NOW's obligations to pay such unpaid part or parts of the Contract shall be terminated immediately and Project NOW shall have no further obligations under the Contract in respect to payment, with the exception of payment for authorized services already performed and costs already accrued.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates recited below:

**CONTRACTOR**

**PROJECT NOW, INC**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number & Fax Number

\_\_\_\_\_  
Email Address