



Melinda J. Metzger
Executive Director

November 17, 2022

Request for Proposals No. 421926
On Site Health Screenings
Addendum No. 1

Dear Prospective Proposer:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

- Addendum No. shall replace **Exhibit** , with the enclosed **Exhibit** , , which has been changed. The new **Exhibit** , is marked **ADDENDUM NO.** and is dated .
- Addendum No. is being issued to provide responses to questions submitted by Vendors.**
- Addendum No. 1 is being issued to provide Attendee's list and copy of Power Point Presentation from Pre-proposal meeting held virtually on Monday, October 31, 2022.**
- The question-and-answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.
- The meeting has been changed from to at the following locations and times:
- The Proposal due date remains **Tuesday, December 20, 2022 at 2:00 P.M.**
- The date is extended from to at 2:00 P.M. received after this date and time will not be accepted.

All addenda must be acknowledged on the below signature line. Failure to acknowledge addenda may be cause for the offer to be considered non-responsive.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Acknowledgement of Addendum No. 1

Please complete the below and return a signed copy of this Addendum page with your bid/proposal as acknowledgement:

Name: _____
Signature: _____
Company: _____
Title: _____

Date:

Attachments:

1. Attachment No.1 – Proposer Questions and Pace Responses
2. Attachment No.2- Attendee’s list from Pre-proposal Meeting of October 31, 2022
3. Attachment No.3 -Copy of PPT from Pre-proposal Meeting

**REQUEST FOR PROPOSAL NO. 421926
ON SITE HEALTH SCREENINGS
QUESTIONS AND PACE RESPONSES**

Question 1: Do I correctly understand that you are requesting the RFP Proposal to be submitted completely online by email and that you do not want any hard copies of the proposal?

Pace Response: **Correct. Submit your Proposal to Pace via email to:**
bids@pacebus.com

Question 2: When submitting our staff details in the proposal's email submission we will protect their personal information. We will mark their resumes containing personal data as confidential information. Is this acceptable to you?

Pace Response: **Yes.**

Question 3: Since Pace has been aware of our qualifications for many years do you still want us to explain our qualifications in detail? We are happy to do so, however, most of this RFP includes qualifications that we implemented for Pace.

Pace Response: **To be a responsive and responsible proposal, all requirements and documents per Exhibit C, Scope of Work are required.**

1. Summary

Meeting title

RFP 421926-On Site Health Screenings-Preproposal Meeting

Attended participants

4

2. Participants

Name

Email

Milton E. Leblanc

Milton.LebLANC@Pacebus.com

Marion Roglich

Marion.Roglich@Pacebus.com

Sandra Gonzalez

Sandra.Gonzalez@Pacebus.com

Andrew Ward

ANWARD@quadmedical.com

PRE-PROPOSAL MEETING

On Site Health Screenings

Monday, October 31, 2022 at 11:00am CST
Pace Request for Proposal (RFP) No. 421926

PRE-PROPOSAL MEETING

On Site Health Screenings

AGENDA

- **WELCOME & INTRODUCTION**
- **PROCUREMENT OVERVIEW**
- **REQUIRED RFP DOCUMENTS**
- **RFP SOLICITATION AND CONTRACT REQUIREMENTS**
- **PROPOSAL SUBMITTAL CHECKLIST**
- **SCOPE OF WORK OVERVIEW**
- **QUESTIONS**

PRE-PROPOSAL MEETING

On Site Health Screenings

INTRODUCTION

Pace is soliciting proposals for On Site Health Screenings at Pace Headquarters.

During this meeting Pace will:

- Brief prospective proposers on successfully submitting a responsive proposal and explain the project scope and requirements.
- Provide an opportunity for proposers to ask questions about the RFP process and project scope. All questions addressed today must be submitted in writing for the official Pace response to be provided in an addendum.

Following this pre-proposal meeting:

- Written questions about this RFP will be accepted from until 2:00 PM CST on November 7, 2022. All written questions must be submitted to: questionsandanswers@pacebus.com
- Bidders may download the RFP from Pace's website at www.pacebus.com.

PRE-PROPOSAL MEETING

On Site Health Screenings

PROCUREMENT OVERVIEW

- Proposals are due to Pace by December 20, 2022 at 2:00pm CST. Proposal shall be submitted on or before this date and time to Bids@pacebus.com. No late submittals will be accepted.
- All communication regarding this RFP shall be directed to:
QuestionsAndAnswers@pacebus.com.
- RFP solicitation and contract requirements follow.

PRE-PROPOSAL MEETING

On Site Health Screenings

SOLICITATION/CONTRACT EXHIBITS

Contract Document

Exhibit A – Solicitation Instructions and Rules

Exhibit B – General Contract Provisions/Not Applicable

Exhibit C – Scope of Work

Exhibit D – Price Proposal

Exhibit E – Insurance Requirements

Exhibit F – Request for Changes to Terms and Conditions

Exhibit G – Contractor's Technical Proposal

PRE-PROPOSAL MEETING

On Site Health Screenings

RFP SOLICITATION AND CONTRACT REQUIREMENTS

- General Description and Contract Term (Cover Sheet/Contract Document Page 1.)
- Basis of Award (Contract, Page 1)
- Contract Signature Page (Contract, Page 15)
- Scope of Work (Exhibit C)
- Insurance Requirements (Exhibit G)
- Request for changes to Terms and Conditions (Exhibit F)

PRE-PROPOSAL MEETING
On Site Health Screenings

EXHIBIT C
OVERVIEW - SCOPE OF WORK

PRE-PROPOSAL MEETING
On Site Health Screenings

Exhibit G
Insurance Requirements

PRE-PROPOSAL MEETING
On Site Health Screenings

Exhibit F
Request for Changes to Terms and Conditions

PRE-PROPOSAL MEETING

On Site Health Screenings

MOST COMMON ERRORS TO AVOID WHEN SUBMITTING A PROPOSAL

- Complete and sign the required signature pages (Contract signature page, Contract doc. Page 15)
- Submit all proposal information called out for in Exhibit C, Scope of Work.
- Submit all information required in Exhibit D, Price Proposal
- Email a PDF copy of all solicitation documents to Bids@Pacebus.com by the solicitation due date and time.
- Label the email subject line when sending your questions to the buyer. Pace will not be responsible to provide an official answer if the proposer fails to appropriately address the email subject line with “Questions for RFP 421926”.

PRE-PROPOSAL MEETING
On Site Health Screenings

Questions and Answers

Thank you!



REQUEST FOR PROPOSALS COVER SHEET

Solicitation Number: 421926

Solicitation Description: On Site Health Screenings

Solicitation Publication Date: October 19, 2022

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/Proposal 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, **Milton E. Leblanc, Sr. Contract 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 question regarding this solicitation must be submitted to Pace via email to questionsandanswers@pacebus.com prior to **2:00 p.m.** Central Time on **November 7, 2022**, in order to receive a response from Pace. The solicitation number must be referenced in the subject line of that email.

Pre-proposal Meeting: The Pre-proposal meeting is scheduled to take place virtually on **October 31, 2022**, at **11:00 a.m.** Central Time. If the pre-Proposal meeting is scheduled to take place virtually, use the following link to attend: [Click here to join the meeting](#)

Proposal Deadline and Submission Requirements: A Bidder shall submit its Proposal to Pace via email to bids@pacebus.com no later than **December 20, 2022**, at **2:00 p.m.** Central Time. A Proposal submitted after that 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 proposal received in connection with this solicitation.

CONTRACT

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

1. **Contract Description.** This Contract is for the goods and/or services described in exhibit C (Scope of Work). All services and/or work must be performed under the direction of Pace’s executive director or designee. Contractor assumes the risk and will not be paid for services and/or work that Contractor performs outside of the direction of Pace’s executive director or designee.
2. **Contract Maximum.** The Contract maximum is \$(to be completed by Pace); 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 **sixty (60) 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.** Pace will make the Contract award to the contractor who represents the best overall value to Pace.
5. **Most Favored Customer.** Contractor shall treat Pace as Contractor’s most favored customer. Contractor represents and warrants that the prices for the scope of work under this Contract and all other terms of this Contract are not less favorable than the prices and terms offered to any of Contractor’s other customers under similar quantities, terms, and conditions. If Contractor offers prices or terms that are more favorable to any of its customers than to Pace for a similar scope of work, Contractor shall notify Pace and concurrently extend the more favorable prices and terms to Pace, and, at Pace’s option, this Contract will be deemed amended to reflect the more favorable prices and terms. Contractor shall promptly refund or credit to Pace any amount that Contractor charged to Pace in excess of the prices that Contractor charged to any of its other customers for a similar scope of work.
6. **Invoicing and Payment.**
 - a. **Invoicing.**

Contractor shall invoice Pace based on the services and/or goods provided in accordance with this Contract 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 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 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.

- 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 services and/or goods. 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. certify that each invoice reflects actual services and/or goods provided and that payment is due. An authorized signatory of Contractor must sign that certification, which must be included with each invoice or group/series of invoices. Failure to include that certification with an invoice or group/series of invoices will cause delay in payment until Pace receives the required certification.
- iv. for services provided, show the date of 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.
- v. 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.
- vi. clearly identify any subcontractor's or independent contractor's invoice as a line-item reference.

b. Payment (Pace to select (i) or (ii)).

Payment for the services and/or goods 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 services and/or goods provided under a task order, minus 0% retention. Payment of the 0% retention will be made within 30 days after Pace’s final acceptance of the services and/or goods provided under the task order.~~

- c. Insufficient Funds. Pace’s obligation to pay for the services and/or goods 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 services and/or goods. If Pace determines that funds are not available from those sources to pay any remaining unpaid part(s) of this Contract, Pace’s obligations to pay those unpaid part(s) will terminate immediately, with the exception of payment of only the Contract price for any services performed and goods delivered in accordance with this Contract and accepted by Pace from the Effective Date up to the date of termination, and Pace will have no further obligations under this Contract.

7. **Contract**. The following documents collectively constitute the Contract. In the event of a conflict or ambiguity in those documents, the following order of precedence will apply:

Contract

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~~

Exhibit C: Scope of Work

Exhibit D: Price Proposal

Exhibit E: Insurance Requirements

Exhibit F: Requests for Changes to Terms and Conditions

Exhibit G: Contractor’s Technical Proposal

Exhibit H: Addenda, if any

8. **Disadvantaged Business Enterprise (“DBE”) Requirement (Pace to select (a) or (b)).**

- a. Pace has determined that the DBE goal for this Contract is 0%.

OR

- b. ~~Pace has determined that the DBE goal for this Contract is %; therefore, this Contract is subject to exhibit E.~~

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

10. **Indemnification.** 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:

- a. services and/or goods 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); and/or
- b. acts or omissions of Contractor, its subcontractors, and/or their respective employees, agents, subcontractors, or independent contractors in connection with the performance of this Contract.

Contractor’s indemnification obligations under this indemnification provision will not extend to any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses caused by Pace’s negligence.

Contractor and Contractor’s employees, agents, subcontractors, and independent contractors, 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. Within 14 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. Contractor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses incidental to that claim; 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.

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.

11. **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 maintain, and require its subcontractors and independent contractors to maintain, 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 and independent contractors to return and/or destroy Confidential Information in accordance with paragraph (d) of this records and information provision. Contractor’s records include all subcontractor and independent contractor 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. 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.

- 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, 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. 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 independent contractors, subcontractors, consultants, subconsultants, and their respective board members, affiliates, partners, members, directors, officers, employees, contractors, independent contractors, subcontractors, consultants, 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 services and/or work under this Contract 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 is publicly known or publicly available, without breach of this Contract, at the time of its disclosure. 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 services and/or work relating to this Contract, 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.

12. **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 the effective date of the termination. 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 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.** If Pace, in its sole discretion, determines that Contractor has refused or failed to deliver goods in accordance with this Contract's delivery schedule, perform services within the time or in the manner specified in this Contract, or comply with any other provision of this Contract, Pace may terminate this Contract for breach. 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 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 fails to remedy the breach to Pace's satisfaction within the 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 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.

13. 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.

14. 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; 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 called for by this Contract 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; 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 the period of the order expires, Contractor shall resume 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 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 14 apply to Contractor and its subcontractors and independent contractors. 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.

15. **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.

16. **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.

17. **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.

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

19. **Compliance.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Contract, including but not limited to 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. No employees, agents, subcontractors, or independent contractors of Contractor ("workers") must come on to a Pace worksite if sick. Workers must complete Pace's access health screening questionnaire prior to coming on to a Pace worksite and, while on a Pace worksite, must wear a face covering over their nose and mouth at all times, practice social distancing of six feet at all times, cover their nose and mouth with a disposable tissue or flexed elbow when coughing or sneezing, wash their hands with soap and water for at least 20 seconds, and use hand sanitizer if they cannot wash their hands with soap and water for at least 20 seconds. Workers must not use any Pace phone, desk, office, supplies, or equipment or share their phone, supplies, or equipment while on a Pace worksite.

20. **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.

21. **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.

22. **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.

23. **Trade Name or Equal**. In cases in which an item is identified in the Contract by a manufacturer's name, trade name, catalog number, or other reference, it is understood that Contractor shall furnish the item so identified or shall furnish an "equal" unless otherwise specified. The specific item 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."

24. **Warranties**. Contractor warrants that goods and/or materials delivered under this Contract will be free from defects of material and workmanship and that all goods and/or materials 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 and/or materials by Pace, whichever is later. Pace may return any nonconforming or defective goods and/or materials to Contractor or require replacement of such goods and/or materials, all at Contractor's expense. Acceptance of or payment for goods and/or materials by Pace will not relieve Contractor of Contractor's responsibilities under this provision.

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

25. **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.

26. **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.

27. **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.

28. **Force Majeure.** A party will not hold the other party liable for damages or deem the other party 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 the affected party, 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. The affected party shall promptly notify the other party 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 a party's failure or delay in performance, the breaching party will not be released from liability.

29. **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 to the exclusive jurisdiction and venue of the state courts of Illinois for any dispute arising out of or related to this Contract.

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

31. **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 Contractor and Pace or between any employee or agent of Contractor and Pace, and Contractor shall 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.

32. **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.

33. **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: Rebecca.howe@pacebus.com

If to Contractor:

Attention: _____
Email Address: _____

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

34. **Severability.** If any provision of this Contract is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Contract and the remaining provisions of this Contract will remain in full force and effect.

35. **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.

36. **Subcontracting.** Subcontracting is/ is not permitted under this Contract.

37. **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.
38. **Time is of the Essence.** Time is of the essence with respect to all of Contractor's obligations under this Contract.
39. **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.
40. **Tax Exempt.** Pace, as a public/governmental entity, is exempt from taxes and will not be responsible for taxes that Contractor or its subcontractors paid or incurred. Pace will provide proof of such exemption to Contractor upon Contractor's written request.
41. **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 (collectively "commercial 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 commercial purposes 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.

42. **Certification.** By signing below, 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. all information provided in its Bid is complete, true, and correct and complies with the Contract requirements; and
 - d. 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.

43. **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.

“Pace holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

CONTRACTOR

**PACE, THE SUBURBAN BUS DIVISION
OF THE REGIONAL TRANSPORTATION
AUTHORITY**

Legal Name of Contractor

Signature of Authorized Signatory

Type of Business Structure (check one):

- Individual/sole proprietorship
- Corporation
- Partnership
- Limited Liability Company
- Other: _____

Printed Name

Title

Date

Street Address

City, State, & Zip Code

Signature of Authorized Signatory

Printed Name

Title

Telephone Number

Email Address

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.

Pace, in its sole discretion, may reject, in whole or in part, any or all Bids.

Pace, in its sole discretion, may 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 30 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, provided Bidder makes that Bid modification through Pace's iSupplier Portal 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 to Pace through Pace's iSupplier Portal. 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 to Pace through Pace's iSupplier Portal. 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.

Inquiries

Bidder must submit its questions regarding this solicitation to Pace ~~through Pace's Supplier Portal~~ via email to: QuestionsAndAnswers@pacebus.com prior to 2:00 p.m. Central Time on the date that Bids questions are due in order to receive a response from Pace.

Contract Award

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

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

Upon Pace's timely receipt of a protest, Pace's CPO will notify all Bidders and other known interested parties, in writing, of the receipt and nature of the protest, providing copies of the protest submittal, or portions of that submittal, when deemed appropriate by the CPO. The 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.

Exhibit B is not applicable to this Contract

**REQUEST FOR PROPOSAL NO. 421926
ON-SITE HEALTH SCREENINGS
SCOPE OF WORK**

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/rideshare, Dial-a-Ride and Call-n-Ride services in a six-county region of northeastern Illinois made up of Chicago and its 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 operations 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's Commissioner of the Mayor's Office for People with Disabilities. Pace operates one of the ten largest bus fleets in North America and one of the largest ADA paratransit (accessible transportation for people with disabilities) systems in the world. During the past thirteen years, we have continuously added divisions (including union employees) with **1,849** active employees (**497** salaried and **1,352** union).

OBJECTIVES

The objective of this Request for Proposal (RFP) is to select a qualified Contractor to provide, administer, and manage Pace's annual On-Site Health Screenings and Flu Shot Program.

DEFINITIONS

The following definitions shall apply to this RFP and the subsequent contract:

1. A1-c: Diabetes Screening Test with a 3-month history
2. ACA: Affordable Care Act
3. AD&D: Accidental Death and Dismemberment
4. CBC: Complete Blood Count
5. CCI Certificate: Cardiovascular Credentialing International
6. CUA: Certified Laboratory Improvement Amendment
7. CMP: Comprehensive Metabolic Panel. Includes Liver & Kidney function
8. GASB: Government Accounting Standards Board
9. HDL: High Density Lipoprotein
10. HIPAA: Health Insurance Portability & Accountability Act
11. HMO: Health Maintenance Organization
12. HMOIL: Health Maintenance Organization of Illinois
13. LDL: Low Density Lipoprotein
14. MPO: Cardio Myeloperoxidase
15. NMR Lipoprofile: Nuclear Magnetic Resonance Lipoprofile
16. OPEB: Other Post-Employment Benefits
17. OSHA: Occupational Safety & Health Administration
18. PCORI: Patient Centered Outcomes Research Institute
19. PEPM: Per Employee Per Month

- 20. PPO: Preferred Provider Organization
- 21. PSA: Prostate Specific Antigen
- 22. TPA: Third Party Administrator

SCOPE OF WORK

The Contractor shall provide On-Site Health Screenings for salaried employees and their spouses at Pace Headquarters (HQ) and Division locations. The Contractor shall provide On-Site Health Screenings for union employees at the Division locations. The On-Site Health Screenings shall be completed by the end of the first quarter in 2023 and in September -October each subsequent year.

The Contractor shall provide On-Site Optional Health Screenings for salaried employees and their spouses at Pace HQ and Division locations. The Contractor shall provide On-Site Optional Health Screenings for union employees at the Division locations. The On-Site Optional Health Screenings shall be completed by the end of the first quarter in 2023 and in September-October each subsequent year.

The Contractor shall provide On-Site Heart & Stroke Health Screenings for salaried employees and their spouses at Pace HQ and Division locations. The On-Site Heart & Stroke Screenings shall be completed by the end of the first quarter in 2023 and in September -October each subsequent year.

The Contractor shall provide On-Site Flu Shots for salaried employees at Pace HQ up to a four-hour session by the end of the first quarter in 2023 and in September -October each subsequent year.

Pace may request the Contractor to expand the tests offered should new tests appropriate for on-site screening become available during the Contract.

TASKS, CONTRACT REQUIREMENTS & DELIVERABLES

CONTRACT REQUIREMENTS

In accordance with established medical practice, Contractor shall provide on-site:

- Health Screenings
 - Optional Health Screenings
 - Heart & Stroke Health Screenings
 - Flu Shots
-
- All Health Screenings shall be completed within four consecutive weeks by the end of the first quarter in 2023 and in September -October each subsequent year.
 - The On-Site Flu Shots shall be completed during a four-hour session by the end of the first quarter in 2023 and in September -October each subsequent year.
 - All Health Screenings and the Flu Shots shall be by appointment only. Walk-in employees will be accepted once all appointments have been screened, but only if time permits and only if the Contractor has available staff.

- Screening for a participant who signs up for the On-Site Health Screening Package, detailed below, and elects optional tests from the On-Site Optional Health Screening Package, detailed below, shall have all tests performed at the same time.
- The On-Site Heart & Stroke Screening shall be performed on separate days.
- The On-Site Health Screening, the Heart & Stroke Health Screening, and the On-Site Flu Shot Program will be paid for 100% by Pace. There is no cost to the employee or spouse.
- The On-Site Optional Health Screening shall be funded through employee payroll deduction reimbursed to Pace.
- There shall be no monetary exchange between the Contractor and the participant for any screening.

The Contractor shall provide the following:

- On-line appointment capability with e-mail confirmation back to the employee.
- Definition and purpose of each test available to the employee during the appointment scheduling process.
- Prepare and e-mail marketing/ advertisements to each salaried employee.
- Prepare marketing / advertisement posters for each Division.
- E-mail sign-up reminders each week but only to those who have not signed up.
- Identify need for immediate medical care during screenings.
- Certifications for HIPAA, OSHA, and CLIA compliance.

The annual Pace On-Site Health Screenings shall consist of the following:

On-Site Health Screening Package

The participant who schedules an appointment for On-site Health Screening shall have the following performed:

- Cholesterol – Complete lipid profile: HDL, LDL, Triglycerides
- Comprehensive Metabolic Panel with Liver & Kidney function Tests
- A1-c
- CBC
- Blood Pressure
- PSA for men age 50 and over
- In accordance with established medical practice, Contractor shall provide certified phlebotomists. Certified phlebotomists must be W-2 or 1099 employees of the Contractor and/or employed by a sub-contracted laboratory with a Certified Laboratory Improvement

Amendment certification (CLIA).

- Blood draws must be venipuncture. Finger stick is not permitted.
- In accordance with established medical practice, Contractor shall test blood draws for potential medical problems.
- Contractor shall have the resources available on-site at Pace to identify at-risk individuals at the time of screening.

On-Site Optional Health Screening Package

The participant who schedules an appointment for the On-Site Optional Health Screening has the option of electing any one or all the following optional screenings:

- o Cardio Myeloperoxidase (MPO) - Cleveland Heart Clinic
 - o Colon Cancer Screening: take-home kit
 - o Estradiol
 - o Homocysteine
 - o H. Pylori Antibody
 - o Hs-CRP-High Sensitivity C Reactive Protein
 - o Nuclear Magnetic Resonance LipoProfile (NMR LipoProfile)
 - o PSA for men age 49 and under
 - o Testosterone
 - o Thyroid Panel
 - o Vitamin B12
 - o Vitamin D
- In accordance with established medical practice, Contractor shall provide certified phlebotomists. Certified phlebotomists must be W-2 or 1099 employees of the contractor and/or employed by a sub-contracted CLIA licensed laboratory.
 - Blood draws must be venipuncture. Finger stick is not permitted.
 - In accordance with established medical practice, Contractor shall test blood draws for potential medical problems and identify at-risk individuals.
 - Contractor shall have the resources available on-site at Pace to identify at-risk individuals at the time of screening.

On-Site Heart & Stroke Health Screening Package

The participant who schedules an appointment for the On-Site Heart & Stroke Health Screening Package shall have the following performed:

- o Echocardiogram Screening
- o Electrocardiogram Screening
- o Carotid Artery Ultrasound
- o Abdominal Aortic Aneurysm Ultrasound
- o Peripheral Arterial Disease Screening
- o Blood Pressure

In accordance with established medical practice, Contractor shall provide sonographers certified with following credentials specific to their specialty:

- o CCI Certificate
- o Licensed by American Registry for Diagnostic Medical Sonography for Registered Diagnostic Cardiac Sonographer and/or Registered Diagnostic Vascular Technician and/or Registered Vascular Technician
- o Registered Nurses to perform Peripheral Disease Screening and Blood Pressure
- o Certified Electrocardiography technicians, Cardiac sonographer trained and certified in Electrocardiography, and/or Emergency Room Registered Nurse trained and certified in Electrocardiography
- o Board Certified Cardiologists and Radiologists to read/interpret heart and stroke ultrasounds

On-Site Flu Shot Program

- In accordance with established medical practice, Contractor shall provide Registered Nurses to render Flu Shots.

DELIVERABLES

- The Contractor shall provide a complete result package via e-mail or postal service to the participating employee within ten (10) business days of the testing date. The result package shall include risk assessment, trend analysis, lab results (with in-range/out-range comparisons), and a definition and purpose of each test.
- The Contractor shall assume complete responsibility for a HIPAA breach should screening results be mailed to the wrong employee or spouse. Should a HIPAA breach occur, the Contractor will mail a written Notice, in accordance with HIPAA Regulations, to both the recipient and the employee or spouse whose information was breached. The Notice shall include a statement that a breach of unsecured protected health information has occurred. The Notice shall include an apology, approved by Pace, that Pace was not at fault and not responsible for the incorrect mailing and that Pace was in no way responsible for the breach.

- The Contractor shall provide a Management Report with detailed and itemized results by Corporate and Division but with no employee identifiers. The Report must reach Pace within six (6) weeks following the final on-site screening.
- The Contractor shall provide comprehensive and detailed invoices for the On-Site Health Screening, for the On-Site Optional Health Screening, for the On-Site Heart & Stroke Screening, and for the On-Site Flu Shot Program by Pace HQ, each Division location, and by screening date. The comprehensive, detailed, and separate invoices shall be itemized with the name of the participant, test(s) performed, cost break down, and totals. The invoices must reach Pace within six (6) weeks following the final on-site screening.

COMMISSIONS

The income derived by the Contractor for any work provided on behalf of Pace shall be derived solely from the On-Site Health Screening described herein.

The Contractor shall fully disclose all income derived under this contract. At Pace's request and cost, Contractor agrees to an audit of disclosure and complete transparency to verify compliance with the above requirements.

PLACE OF PERFORMANCE

The On-Site Health Screening and the On-Site Optional Health Screening for salaried and union employees shall be performed at Pace HQ and each Division location.

The On-Site Heart & Stroke Screening for salaried employees shall be performed at Pace HQ, Northwest Division, and South Division with salaried employees from all Divisions coming into the closest work Division for screening.

The total number of Pace employees that were eligible to participate as well as those who did participate in the On-Site Health Screening in 2019 are indicated in the following chart. The Contractor will perform On-Site Health Screenings at Corporate and each of the Pace Divisions, as follows:

Employee totals listed in the following chart are included for evaluative purposes only and do not represent a firm commitment to purchase. Pace employee participation in the On-Site Health Screening, the On-Site Optional Health Screening, the On-Site Heart & Stroke Screenings, and the On-Site Flu Shot Program is purely voluntary.

| Location | Address | # of Pace eligible employees | # of Participants in Heart & Biometric Screenings 2019 |
|--|---|-------------------------------------|---|
| Corporate (HQ, Chicago ADA, South Holland) | 550 W. Algonquin Road Arlington Hts., IL 60005 | 503 | 379 |
| Pace North Division | 1400 W. 10 th Street Waukegan, IL 60085 | 77 | 22 |
| Pace South Division | 2101 W. 163 rd Place Markham, IL 60426 | 243 | 79 |
| Pace Southwest Division | 9889 S. Industrial Drive Bridgeview, IL 60455 | 119 | 29 |
| Pace West Division | 3500 W. Lake Street Melrose Park, IL 60160 | 286 | 51 |
| Pace Fox Valley Division | 400 Overland Drive North Aurora, IL 60542 | 80 | 13 |
| Pace Heritage Division | 9 Osgood Street Joliet, IL 60433 | 8 8 | 32 |
| Pace Northwest Division | 900 E. Northwest Hwy Des Plaines, IL 60016 | 245 | 68 |
| Pace North Shore Division | 2330 Oakton Street Evanston, IL 60202 | 69 | 31 |
| Pace River Division | 975 S. State Elgin, IL 60123 | 139 | 22 |
| Total # of Heart & Biometric Screenings = 726 | | 1,849 | 726 |
| Total # of Flu Vaccinations in 2019 = 301 | | | |

Technical Criteria

Technical proposals will be evaluated based on the following criteria, which are listed in descending order of importance:

Administrative Services

- Information identifying Contractor's successful history of providing employee benefit services
- Description of Contractor's information systems that meet or exceed the ability to produce requirements of the Contract

Staffing and Experience

- Skill and experience of personnel to be assigned to the Pace account
- Reports/ data that illustrate honed negotiating skills
- Sufficient staff and resources to respond to requests for immediate information

Project Approach and Understanding

- Comprehensiveness and quality of proposal
- Detail contained in the responses
- Depth of information provided

DELIVERABLES OR DELIVERY SCHEDULE

- The strategic approach, methodology, and plan to accomplish the tasks and provide the expertise as identified in the scope.
- Ability of Contractor to meet the requirements of the contract, including the ability to meet all minimum qualifications, the experience and technical skill of the personnel to be assigned to the project, the availability of adequate personnel, and the availability of equipment and facilities to carry out the requirements of the contract.
- Experience of the company on related projects
- Ability to meet the project schedule
- Financial stability of company

PLACE OF PERFORMANCE

The majority of the work shall be completed at the Contractor's facilities. However, the Contractor may be required to attend meetings at any of the Pace locations listed below:

- Pace Headquarters, 550 W. Algonquin Road, Arlington Heights, IL 60005
- Pace North Division, 1400 W. 10th Street, Waukegan, IL 60085
- Pace North Shore Division, 2330 Oakton Street, Evanston, IL 60202
- Pace Northwest Division, 900 E. Northwest Highway, Des Plaines, IL 60016
- Pace South Division, 2101 W. 163rd Place, Markham, IL 60426
- Pace Southwest Division, 9889 S. Industrial Drive, Bridgeview, IL 60455 Pace West

Division, 3500 W. Lake Street, Melrose Park, IL 60160

- Pace Fox Valley Division, 400 Overland Drive, North Aurora, IL 60542 Pace Heritage Division, 9 Osgood Street, Joliet, IL 60433
- Pace River Division, 975 S. State Street, Elgin, IL 60123
- Pace South Holland Acceptance Facility, 405 Taft Drive, South Holland, IL 60473
- Chicago ADA, 547 W. Jackson Blvd., Chicago, IL 60666

PERIOD OF PERFORMANCE

The Contract period will be five (5) years. Contract shall commence upon execution of the Contract and be valid for a period of sixty (60) months.

EVALUATION CRITERIA

The Evaluation Committee will score each proposal according to the general evaluation criteria and scoring system described below.

Criteria

Proposals will be evaluated based on the following criteria, which are listed in descending order of importance:

Administrative Services

- Ability of Contractor to meet the requirements of the contract, including the ability to meet all minimum qualifications and the availability of equipment and facilities to carry out the requirements of the contract. Including the ability to meet schedule.
- Contractor's information system that meets or exceeds the ability to produce requirements of the Contract. Include sample of Management Report, email notifications or any other communicative documents

Staffing and Experience

- Applicable resumes, licenses and certifications of staff to be assigned to Pace account.
- Sufficient staff and resources to respond to participant inquiries.

Project Approach and Understanding

- A minimum of 5 years' experience in related on-site health screenings at corporate locations

Price

PROPOSAL CONTENT AND RFP SUBMISSION REQUIREMENTS

Contract Documents

Submit the original **Agreement Contract** with all exhibits in their entirety. To be a valid submission, the agreement contract must be signed, dated and submitted on the RFP due date.

All forms must be completed, dated, signed and/or notarized (when applicable). The contract and exhibits submitted shall be the originals provided with the solicitation package and shall not be altered or modified.

Any exceptions to the terms and conditions of the contract shall be clearly detailed in a **Request for Change to Terms and Conditions** form which is included as Exhibit F.

Technical Proposal

Submit one electronic technical proposal. Technical proposals must provide a straight-forward concise description of Contractor's capabilities to satisfy the requirements of the RFP and will be incorporated as an exhibit in the final contract. Pace will not be liable for any expense incurred in the preparation of the proposals. Pace will be under no obligation to return any responses to this RFP or other materials submitted as a result of this RFP.

1. Submit a staffing plan in sufficient detail to address each requirement of this RFP, including their overall approach in providing On Site Health Screenings.
2. Submit identity and resume of each staff assigned to this contract. Background information, qualifications and responsibilities under the proposed program shall be included.
3. Submit proof of any applicable certifications/licenses.
4. Submit last audited financial statements.
5. Submit completed Company Profile Questionnaire with (3) references.

Price Proposal

Submit one electronic copy of your price proposal (Exhibit D) clearly marked with the RFP number, title and due date. The price proposal is to be submitted separately, but concurrently with your contract documents and technical proposal.

RFP PROCESS

Properly submitted proposals will be evaluated based on the criteria described in an earlier section. Successful proposals may be further evaluated through oral presentation and interview and additional negotiations (including the Best and Final Offer process). Pace reserves the right to award this contract without discussion, therefore, proposers should put forth their best efforts in preparing the proposal to permit a thorough evaluation. Pace reserves the right to accept or reject any Best and Final Offer submittal. Award will be made to the vendor who represents the best overall value to Pace.

CONTRACTOR PROFILE SHEET

Company Information:

Respond to the following questions or topics in the sequence format presented below:

Contractor Name: _____

Contractor Address: _____

Contractor Contact: _____

Contractor Phone: _____

Contractor Status: Corporation _____ Individual _____

Number of years your company has been in business _____

CONTRACTOR REFERENCES

Please provide Three (3) references in the USA, preferably the Midwest area, where you have performed similar work as outlined in this RFP.

1. Name: _____

Address: _____

Phone: _____

Contact Email: _____

2. Name: _____

Address: _____

Phone: _____

Contact Email: _____

3. Name: _____

Address: _____

Phone: _____

Contact Email: _____

REQUEST FOR PROPOSAL NO. 421926
ON SITE HEALTH SCREENINGS
PRICE PROPOSAL

The pricing quoted must be firm and include delivery. No additional fees shall be allowed. Quantities listed are estimates only and do not constitute a commitment to purchase. Award will be based on the Grand Total. Employee participation in the On-Site Health Screenings is purely voluntary.

CONTRACT – 5 YEARS

| Description | Cost/Fee Amount |
|---|-----------------|
| One-time Implementation Fees, if any | |
| Annual Maintenance Fees, if any | |
| Specify additional pricing fees, if any | |

YEAR ONE

| On-Site Health Screening Program | Qty | Unit Fee | Total Cost |
|--|------------|----------|------------|
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| TOTAL (A) | | | |
| On-Site Health Screening Program includes PSA for Males > 50 | Qty | Unit Fee | Total Cost |
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| PSA ≥ 50 | | | |
| TOTAL (B) | 170 | \$ _____ | \$ _____ |

| On-Site Health Screening Program Optional Tests | Qty | Unit Fee | Total Cost |
|---|------------|-----------------|-------------------|
| Cardio MPO | 10 | \$ _____ | \$ _____ |
| Colon Cancer Screening: Take Home Kit | 10 | \$ _____ | \$ _____ |
| Estradiol | 10 | \$ _____ | \$ _____ |
| Homocysteine | 10 | \$ _____ | \$ _____ |
| H. Pylori Antibody | 10 | \$ _____ | \$ _____ |
| Hs-CRP High Sensitivity C Reactive Protein | 10 | \$ _____ | \$ _____ |
| NMR | 10 | \$ _____ | \$ _____ |
| PSA Males <50 | 10 | \$ _____ | \$ _____ |
| Testosterone | 10 | \$ _____ | \$ _____ |
| Thyroid Panel | 10 | \$ _____ | \$ _____ |
| Vitamin B 12 | 10 | \$ _____ | \$ _____ |
| Vitamin D | 10 | \$ _____ | \$ _____ |
| TOTAL (C) | 120 | \$ _____ | \$ _____ |
| On-Site Heart & Stroke Health Screening | Qty | Unit Fee | Total Cost |
| Echocardiogram, Electrocardiogram, Carotid Artery Ultrasound, Abdominal Aortic Aneurysm Ultrasound, Peripheral Arterial Disease Screening, Blood Pressure | | | |
| TOTAL (D) | 245 | \$ _____ | \$ _____ |
| On-Site Flu Shot Program – Corporate | Qty | Unit Fee | Total Cost |
| TOTAL (E) | 320 | \$ _____ | \$ _____ |

| | | |
|---------------------------|----------------------------|----------|
| GRAND TOTAL YEAR 1 | (A + B + C + D + E) | \$ _____ |
|---------------------------|----------------------------|----------|

YEAR TWO

| On-Site Health Screening Program | Qty | Unit Fee | Total Cost |
|--|------------|-----------------|-------------------|
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| TOTAL (A) | | | |
| On-Site Health Screening Program includes PSA for Males > 50 | Qty | Unit Fee | Total Cost |
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| PSA ≥ 50 | | | |
| TOTAL (B) | 170 | \$ _____ | \$ _____ |

| On-Site Health Screening Program Optional Tests | Qty | Unit Fee | Total Cost |
|--|------------|-----------------|-------------------|
| Cardio MPO | 10 | \$ _____ | \$ _____ |
| Colon Cancer Screening: Take Home Kit | 10 | \$ _____ | \$ _____ |
| Estradiol | 10 | \$ _____ | \$ _____ |
| Homocysteine | 10 | \$ _____ | \$ _____ |

EXHIBIT D

Page 4

| | | | |
|---|------------|-----------------|-------------------|
| H. Pylori Antibody | 10 | \$ _____ | \$ _____ |
| Hs-CRP High Sensitivity C Reactive Protein | 10 | \$ _____ | \$ _____ |
| NMR | 10 | \$ _____ | \$ _____ |
| PSA Males <50 | 10 | \$ _____ | \$ _____ |
| Testosterone | 10 | \$ _____ | \$ _____ |
| Thyroid Panel | 10 | \$ _____ | \$ _____ |
| Vitamin B 12 | 10 | \$ _____ | \$ _____ |
| Vitamin D | 10 | \$ _____ | \$ _____ |
| TOTAL (C) | 120 | \$ _____ | \$ _____ |
| On-Site Heart & Stroke Health Screening | Qty | Unit Fee | Total Cost |
| Echocardiogram, Electrocardiogram, Carotid Artery Ultrasound, Abdominal Aortic Aneurysm Ultrasound, Peripheral Arterial Disease Screening, Blood Pressure | | | |
| TOTAL (D) | 245 | \$ _____ | \$ _____ |
| On-Site Flu Shot Program – Corporate | Qty | Unit Fee | Total Cost |
| TOTAL (E) | 320 | \$ _____ | \$ _____ |

| | | |
|-----------------------------|----------------------------|----------|
| GRAND TOTAL YEAR TWO | (A + B + C + D + E) | \$ _____ |
|-----------------------------|----------------------------|----------|

YEAR THREE

| On-Site Health Screening Program | Qty | Unit Fee | Total Cost |
|--|------------|-----------------|-------------------|
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| TOTAL (A) | 325 | \$ _____ | \$ _____ |
| On-Site Health Screening Program includes PSA for Males > 50 | Qty | Unit Fee | Total Cost |
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| PSA ≥ 50 | | | |
| TOTAL (B) | 170 | \$ _____ | \$ _____ |

| On-Site Health Screening Program Optional Tests | Qty | Unit Fee | Total Cost |
|---|------------|-----------------|-------------------|
| Cardio MPO | 10 | \$ _____ | \$ _____ |
| Colon Cancer Screening: Take Home Kit | 10 | \$ _____ | \$ _____ |
| Estradiol | 10 | \$ _____ | \$ _____ |
| Homocysteine | 10 | \$ _____ | \$ _____ |
| H. Pylori Antibody | 10 | \$ _____ | \$ _____ |
| Hs-CRP High Sensitivity C Reactive Protein | 10 | \$ _____ | \$ _____ |
| NMR | 10 | \$ _____ | \$ _____ |
| PSA Males <50 | 10 | \$ _____ | \$ _____ |
| Testosterone | 10 | \$ _____ | \$ _____ |
| Thyroid Panel | 10 | \$ _____ | \$ _____ |
| Vitamin B 12 | 10 | \$ _____ | \$ _____ |
| Vitamin D | 10 | \$ _____ | \$ _____ |
| TOTAL (C) | 120 | \$ _____ | \$ _____ |
| On-Site Heart & Stroke Health Screening | Qty | Unit Fee | Total Cost |
| Echocardiogram, Electrocardiogram, Carotid Artery Ultrasound, Abdominal Aortic Aneurysm Ultrasound, Peripheral Arterial Disease Screening, Blood Pressure | | | |
| TOTAL (D) | 245 | \$ _____ | \$ _____ |
| On-Site Flu Shot Program – Corporate | Qty | Unit Fee | Total Cost |
| TOTAL (E) | 320 | \$ _____ | \$ _____ |

| | | |
|-------------------------------|----------------------------|----------|
| GRAND TOTAL YEAR THREE | (A + B + C + D + E) | \$ _____ |
|-------------------------------|----------------------------|----------|

YEAR FOUR

| On-Site Health Screening Program | Qty | Unit Fee | Total Cost |
|--|------------|-----------------|-------------------|
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| TOTAL (A) | | | |
| On-Site Health Screening Program includes PSA for Males > 50 | Qty | Unit Fee | Total Cost |
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| PSA ≥ 50 | | | |
| TOTAL (B) | 170 | \$ _____ | \$ _____ |

| On-Site Health Screening Program Optional Tests | Qty | Unit Fee | Total Cost |
|---|------------|-----------------|-------------------|
| Cardio MPO | 10 | \$ _____ | \$ _____ |
| Colon Cancer Screening: Take Home Kit | 10 | \$ _____ | \$ _____ |
| Estradiol | 10 | \$ _____ | \$ _____ |
| Homocysteine | 10 | \$ _____ | \$ _____ |
| H. Pylori Antibody | 10 | \$ _____ | \$ _____ |
| Hs-CRP High Sensitivity C Reactive Protein | 10 | \$ _____ | \$ _____ |
| NMR | 10 | \$ _____ | \$ _____ |
| PSA Males <50 | 10 | \$ _____ | \$ _____ |
| Testosterone | 10 | \$ _____ | \$ _____ |
| Thyroid Panel | 10 | \$ _____ | \$ _____ |
| Vitamin B 12 | 10 | \$ _____ | \$ _____ |
| Vitamin D | 10 | \$ _____ | \$ _____ |
| TOTAL (C) | 120 | \$ _____ | \$ _____ |
| On-Site Heart & Stroke Health Screening | Qty | Unit Fee | Total Cost |
| Echocardiogram, Electrocardiogram, Carotid Artery Ultrasound, Abdominal Aortic Aneurysm Ultrasound, Peripheral Arterial Disease Screening, Blood Pressure | | | |
| TOTAL (D) | 245 | \$ _____ | \$ _____ |
| On-Site Flu Shot Program – Corporate | Qty | Unit Fee | Total Cost |
| TOTAL (E) | 320 | \$ _____ | \$ _____ |

| | | |
|------------------------------|----------------------------|----------|
| GRAND TOTAL YEAR FOUR | (A + B + C + D + E) | \$ _____ |
|------------------------------|----------------------------|----------|

YEAR FIVE

| On-Site Health Screening Program | Qty | Unit Fee | Total Cost |
|--|------------|-----------------|-------------------|
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| TOTAL (A) | | | |
| On-Site Health Screening Program includes PSA for Males > 50 | Qty | Unit Fee | Total Cost |
| Cholesterol: HDL, LDL, Triglycerides, Total Cholesterol | | | |
| A1-C Diabetes Screening | | | |
| Comprehensive Metabolic Panel with Liver & Kidney Function Tests | | | |
| Complete Blood Count | | | |
| Blood Pressure | | | |
| PSA ≥ 50 | | | |
| TOTAL (B) | 170 | \$ _____ | \$ _____ |

| On-Site Health Screening Program Optional Tests | Qty | Unit Fee | Total Cost |
|--|------------|-----------------|-------------------|
| Cardio MPO | 10 | \$ _____ | \$ _____ |
| Colon Cancer Screening: Take Home Kit | 10 | \$ _____ | \$ _____ |
| Estradiol | 10 | \$ _____ | \$ _____ |
| Homocysteine | 10 | \$ _____ | \$ _____ |

| | | | |
|---|------------|-----------------|-------------------|
| H. Pylori Antibody | 10 | \$ _____ | \$ _____ |
| Hs-CRP High Sensitivity C Reactive Protein | 10 | \$ _____ | \$ _____ |
| NMR | 10 | \$ _____ | \$ _____ |
| PSA Males <50 | 10 | \$ _____ | \$ _____ |
| Testosterone | 10 | \$ _____ | \$ _____ |
| Thyroid Panel | 10 | \$ _____ | \$ _____ |
| Vitamin B 12 | 10 | \$ _____ | \$ _____ |
| Vitamin D | 10 | \$ _____ | \$ _____ |
| TOTAL (C) | 120 | \$ _____ | \$ _____ |
| On-Site Heart & Stroke Health Screening | Qty | Unit Fee | Total Cost |
| Echocardiogram, Electrocardiogram, Carotid Artery Ultrasound, Abdominal Aortic Aneurysm Ultrasound, Peripheral Arterial Disease Screening, Blood Pressure | | | |
| TOTAL (D) | 245 | \$ _____ | \$ _____ |
| On-Site Flu Shot Program – Corporate | Qty | Unit Fee | Total Cost |
| TOTAL (E) | 320 | \$ _____ | \$ _____ |

| | | |
|------------------------------|----------------------------|----------|
| GRAND TOTAL YEAR FIVE | (A + B + C + D + E) | \$ _____ |
|------------------------------|----------------------------|----------|

Signature

Date

Insurance Requirements – 421926

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. 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, at its sole discretion, may determine that Contractor is not responsible. 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.

Insurance policies that name Pace, the Suburban Bus Division of the Regional Transportation Authority, and Regional Transportation Authority as an Additional Insured must be primary and non-contributory. 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 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 to this policy.

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 to this policy.

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.

Professional Liability/Errors and Omissions Insurance affording the following coverage and limits: \$2,000,000 each claim and \$2,000,000 aggregate.

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.

**REQUEST FOR PROPOSAL NO. 421926
ON SITE HEALTH SCREENING
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

Pursuant to Exhibit B, Section A, Article 15, exceptions to Pace terms and conditions shall be made using this form to request consideration for a change, addition, or removal to/of the standard terms and conditions included in this Request for Proposal (RFP). Attach additional forms as required. Completed forms must be submitted concurrently along with your price proposal. Forms submitted after the RFP due date will not be considered. Pace will negotiate in good faith only items identified on this form. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

NOTE: The federal, state, and local (FTA, IDOT, RTA,) terms and conditions will not be changed and are non-negotiable.

| | |
|--|--|
| Proposer: | |
| Request (indicate by checking box): | <input type="checkbox"/> Modification <input type="checkbox"/> Removal <input type="checkbox"/> Addition |
| To/of (indicate where and what item): | Exhibit ____, Page ____, Section/Paragraph/Article: _____ |
| <i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i> | |
| | |
| Pace Response (indicate by checking box): | <input type="checkbox"/> Change accepted as stated <i>Click or tap to enter a date.</i> <input type="checkbox"/> Change accepted with further modification as described below <input type="checkbox"/> Change rejected |
| | |

Exhibit G

**REQUEST FOR PROPOSAL NO. 421926
ON SITE HEALTH SCREENINGS**

CONTRACTOR'S TECHNICAL PROPOSAL

Exhibit H, Addenda (If Any). Acknowledgement of addenda in this section