SANGAMON MASS TRANSIT DISTRICT

Request for Proposal #2027-01

Vending Machine Services

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LEGAL NOTICE

REQUEST FOR PROPOSALS: VENDING MACHINE SERVICES

The Springfield Mass Transit District d.b.a. Sangamon Mass Transit District (the "District") is seeking proposals from qualified firms to supply, maintain, and stock vending machines selling food and beverage items at the Transfer Center and Administrative Building. Request for Proposal (RFP) documents may be obtained in-person, from the District website (www.smtd.org), or from purchasing@smtd.org on or after November 5, 2026. Proposals and all required attachments will be received in the District office at 928 South Ninth Street, Springfield, Illinois 62703-2497 in SEALED envelopes or electronically to bids@smtd.org **NO LATER THAN 2:00 PM CST DECEMBER 17, 2026.**

Any contract resulting from this RFP is subject to financial assistance contracts between and/or among the District, the United States Department of Transportation, and the Illinois Department of Transportation. This project is funded, in full or in part, by the United States Department of Transportation, Federal Transit Administration (FTA) with participation by the Illinois Department of Transportation and Division of Public and Intermodal Transportation.

The District reserves the right to accept any bid or any part or parts of any and all bids. Acceptance of any bid may be subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation. Furthermore, the District, the United States Department of Transportation and the Illinois Department of Transportation reserve the right to reject any or all Respondents and to waive irregularities therein, and all submitting Respondents must agree that such rejection shall be without liability on the part of the District for any penalty brought by a Respondents because of such rejections, nor shall the submitting Respondents seek any recourse of any kind against the District because of such rejections, and the filing of any bid in response to this solicitation shall constitute an agreement of the submitting Respondents to these conditions.

END OF LEGAL NOTICE

SECTION I: GENERAL INFORMATION

1.0 Introduction

Springfield Mass Transit District d.b.a. Sangamon Mass Transit District (the "District") is seeking proposals from qualified firms to supply, maintain, and stock vending machines selling food and beverage items at the following addresses: 111 S. 11th Street, Springfield, IL 62703 (Transfer Center), and 928 S. 9th St, Springfield, IL 62073 (Administration building).

The District has operated a fixed-route service since 1968 and expanded service in 1990 to include an on-demand paratransit service. The District provides service Monday-Friday, 5:30 AM-11:00 PM and Saturday, 6:00 AM- 6:15 PM to the greater Springfield, IL area. In 2025, the District provided over a million rides connecting passengers to work, school, shopping, and community.

***Mission**:* *To provide safe, affordable, and accessible public transportation utilizing a well-maintained fleet and a team of dedicated employees who provide excellent customer service*

***Vision**:* *A modern transit agency providing responsive services for our community.*

2.0 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated.

ACCEPTANCE/ACCEPTED: Written documentation of the District's determination that the Proposer's Work has been completed per the Contract.

ADDENDUM/ADDENDA: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the District during the solicitation period and prior to contract award.

AGREEMENT / CONTRACT: Includes the REQUEST FOR PROPOSALS, any addenda thereto, the proposal, and the purchase order/notice to proceed if appropriate. The contract constitutes the entire agreement between the District and the awarded Proposer.

BEST AND FINAL OFFER: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information and the Proposers, Best and Final Offer. If any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

CHANGE DOCUMENTATION: A written document agreed upon by SMTD Contracting Officer, which shall be executed as a Contract Amendment if it creates a material change to the contract.

CHANGE ORDER: Written order issued by SMTD or requested by the Contractor.

CONTRACT AMENDMENT: A written change to the Contract modifying, deleting, or adding to the terms or scope of work, signed by both parties.

CONTRACTING OFFICER: Individual authorized to enter, modify, terminate or otherwise cancel contracts. The Managing Director is the Contracting Officer for the District and is the only person authorized to serve as Contracting Officer; apparent authority shall not be recognized.

CONTRACTOR: Shall mean a person or entity who, as part of an independent business, becomes obligated to provide goods and/or services for a price. Also referred to as Proposer or Bidder.

DEPARTMENT: Illinois Department of Transportation; IDOT.

DISTRICT/SMTD: Springfield Mass Transit District dba Sangamon Mass Transit District. Also referred to as Grantee or Recipient.

PROPOSER/RESPONDENT: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Bid/Proposal to perform the Work. Also referred to as Contractor.

RESPONSIVE: Responsive means that the Proposer has complied in every way with all requirements of the RFP. A Responsive determination does not allow for discussion with Proposer. When the Proposal is received, it is either responsive or non-responsive based upon its own merits.

RESPONSIBLE: Responsible means that the Proposer is capable of successfully performing under the proposed contract's terms and conditions.

WORK: Everything to be provided and done for the Contract's fulfillment and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

3.0 Procurement Schedule

DATE	TASK
November 5, 2026	Publish Date
November 19, 2026 at 11:00 AM CST	OPTIONAL: Pre-Bid Meeting
December 3, 2026 by 2:00 PM CST	Inquires, Questions, and Requests Due
December 10, 2026 by 2:00 PM CST	Addenda Published
December 17, 2026 by 2:00 PM CST	Proposals Due
January 11-15, 2027	Interviews and Presentations
January 26, 2027	Tentative Contract Award
April 2027	Machine Installation and Beginning of Service

3.1 *Pre-Bid Meeting.* The District will hold a Pre-Bid Meeting on November 19, 2026 at 11:00 AM CST. Attendance at the Pre-Bid Meeting is not mandatory.

This meeting is informational only and will be held at:

Springfield Mass Transit District
Administrative Offices, Conference Room
928 S 9th St., Springfield, IL 62703

3.2 *Inquires, Questions, and Requests.* Requests for interpretations, clarifications, and/or deviations shall be made in writing by 2:00 PM CST on December 3, 2026 to the Grants and Procurement Manager, Hadley Karrick, at purchasing@smtd.org with the subject line "Questions for RFP 2027-01." Only requests made in writing will be considered. Responses will be sent to all interested parties and posted to the District's website by 2:00 PM CST on December 10, 2026.

3.3 *Presentations and Interviews.* After the initial evaluations, Respondents within the competitive range will be invited to present to the Evaluation Committee. Interviews will immediately follow presentations.

4.0 Non-Contact

No communication seeking to influence the outcome of the procurement process is allowed between Respondents and the District, District staff, or the Board of Trustees. Failure to comply with this policy will result in the immediate disqualification of the offending Respondent. All communication regarding the RFP shall be directed to Hadley Karrick, Grants and Procurement Manager, in writing to purchasing@smtd.org.

5.0 Cost of Submissions

The District is not liable for any costs incurred while preparing, presenting, testing, or negotiating Proposals submitted in response to this solicitation.

6.0 Postponement and Amendment

The District reserves the right to revise or amend any part of this RFP prior to the date and time of proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be posted on the District's website and will be sent to the Respondents'

email address submitted on the Interested Respondent's form. If the revisions or addenda require changes in requested information or the format for submission, then the established date for submission contained in this RFP may be postponed by such number of days as, in the District's opinion, shall enable Respondents adequate time to revise their Proposals.

Addenda and/or amendments to the RFP, after receipt of Proposals, shall be offered only to those Respondents who qualify by having submitted a Proposal by the date and time required for submittal.

SECTION II: SUBMISSION INSTRUCTIONS

1.0 Submission Requirements

Proposals may be submitted via mail **or** electronically.

1.1 *Mail Submission.* Respondents shall provide one (1) original, three (3) hard copies, and one (1) USB containing all required proposal materials.

1.1.1 Proposals shall be in a sealed envelope and marked "RE: Request for Proposals 2027-01"

1.1.2 All pricing information shall be provided in a separate, sealed envelope marked "Price Proposal."

1.2 *Electronic Submission.* Respondents shall submit their Proposal to the Procurement Department at bids@smtd.org. Attached documents must be in PDF format to be considered.

1.2.1 The subject line must read "RFP 2027-01 Proposal."

1.2.2 The technical proposal must be named "[Company] Technical Proposal." The price proposal must be a separate PDF named "[Company] Price Proposal."

1.3 The District shall NOT be responsible for unintentional, premature opening of a submission that has not been properly addressed and identified per the instructions included with this RFP.

1.4 The District will not accept responsibility for late submissions that may be improperly routed or otherwise delivered after the prescribed date and time. It is each Respondent's responsibility to ascertain that the District has received its submission by the specified deadline.

2.0 Submission Format

Proposals shall be prepared in a clear, concise, and economical manner. One copy of marketing brochures or other promotional material may be included, but these materials may not be substituted for the requested information. Respondents shall refrain from submitting excessive marketing materials.

Sections shall be clearly labeled or tabbed to coincide with the sections of the RFP, and pages should be numbered in each section.

3.0 Required Submission Content

There is no page limitation or minimum document size, but the information submitted should be concise and relevant to the RFP. Proposals shall contain the following items in the sequence outlined below.

3.1 *Cover Letter.* The cover letter shall clearly identify the submitting company as well as the name, phone number, and email address of the account manager. Respondents should include any qualifications and organizational capabilities that would be beneficial for the contract. All subconsultants shall be identified in the cover letter, and a description of their business and role in the project should be defined.

The letter should be addressed to:

Steve Schoeffel
Managing Director
Springfield Mass Transit District
928 South Ninth Street
Springfield, IL 62703

3.2 *Technical Proposal.* The technical proposal shall address all major aspects in Section III: Scope of Work. The technical proposal shall include an organizational chart of the Respondent's company, foodborne illness procedures, customer refund process, sample of monthly financial report, proposed food and beverage items, and list (and any applicable photos) of proposed vending machines.

3.3 *Price Proposal*. The commission percentage and schedule shall be included in the price proposal. All items of labor, materials, tools, equipment, and other costs necessary to fully meet the requirements of the project shall be included. Price proposals shall also include all freight charges, FOB to the designated delivery points. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

The District is exempt from payment of Federal, Excise, and Transportation Tax, and the Illinois Sales, Excise, and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price. In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

3.4 *References.* Proposals shall include brief descriptions and contact information (name, phone, and email) for three contracts similar in scope to this RFP.

3.5 *Completed Attachments.* Respondents must submit all required attachments found in Section V: Attachments.

4.0 Confidentiality

Between the date and time that submissions are due until selection by the District's Board of Trustees, no information will be released which may have an adverse impact upon the process or negotiations. No information shall be shared about any submission's distinguishing or deficient characteristics.

The final ranking of the submitting Respondents shall be released upon request and only after the final evaluation and ranking have been completed by the evaluation committee and not prior to the award of contract on the date and time of the meeting of the District Board of Trustees in which the award recommendation has been placed on the agenda for vote and concurrence.

5.0 Disclosure of Submissions

While the RFP allows Respondents to mark protected and/or proprietary information as confidential, all Proposals submitted are subject to both state and federal Freedom of Information Acts. Respondents shall be diligent in marking confidential only those portions of their submission that they believe do not have to be disclosed under the requirements of the Freedom of Information Acts, both state and federal.

The District may deny public access to such records or applicable portions that are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed, would cause substantial injury to the competitive position of the subject enterprise; are specifically exempted from disclosure by state or federal statute; or are otherwise excepted from disclosure under the Act(s). The District, however, is obligated to disclose information consistent with the requirements of said Act(s), notwithstanding any such markings made by Respondents, and it shall comply with both state and federal statutes, as promulgated and amended, and cannot, therefore, protect proprietary information that is subject to these Act(s).

SECTION III: SCOPE OF WORK

1.0 Project Overview

Proposals are requested for a vending machine operator to supply, maintain, and stock vending machines selling food and beverage items at the following addresses 111 S 11th St, Springfield, IL 62703 (Transfer Center) and 928 S. 9th St Springfield, IL 62073 (Administration Building). The goal is to provide nutritional and quality vending and beverage services at reasonable prices for all customers. Services will include, but are not limited to, procurement, receipt, storage, and issuance of food and supplies, training of personnel, insurance, management services, and other planning necessary to provide those services.

Any contract resulting from these proposals is subject to and contingent upon a financial assistance contract between the District and the United States Department of Transportation, Federal Transit Administration, and the Illinois Department of Transportation.

2.0 Technical Specifications

2.1 *Vending Equipment.* The Contractor shall provide vending machines that meet the ENERGY STAR specifications for energy efficiency as outlined below. The contractor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

Maximum Daily Energy Consumption (MDEC), values in kWh/day	
Class A – New and Rebuilt Machines	**Class B – New and Rebuilt Machines**
0.0523V + 2.432	0.0657V + 2.844

V = the refrigerated volume (ft) of the refrigerated bottled or canned beverage vending machine.

2.1.1 Transfer Center- Public Space

a. Available space for equipment measures approximately 10'.

b. The Transfer Center lobby is open from 8 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 7 p.m. on Saturday.

c. On average, there are 1,000 riders who come through the Transfer Center lobby daily.

2.1.2 Transfer Center- Employee Space

a. Available space for equipment measures approximately 8' by 4'.

b. Employees have access to this space from 5:45 a.m. until 10 p.m. Monday through Saturday.

c. Approximately 50-75 unique employees may visit the break room several times per day during the week and approximately 15-20 employees on Saturdays.

2.1.3 Administrative Building- Employee Space

a. Available space for equipment measures approximately 10' by 10'.

b. Employees have access to this space from 5:45 a.m. until 10 p.m. Monday through Saturday.

c. Approximately 50-75 unique employees may visit the break room several times per day during the week and approximately 15-20 employees on Saturdays.

2.1.4 It is the responsibility of the Contractor to replace or repair all vending equipment placed in District facilities as well as any lost or damaged District furniture, fixtures, or equipment brought about through the negligence of Contractor.

2.1.5 The District shall furnish all utilities, including electricity, water, heat, and air conditioning necessary for vending services but shall not guarantee an uninterrupted supply of water,

electricity, heat, and air conditioning. The District shall be diligent in restoring services following an interruption.

2.1.6 The District shall not be responsible for any loss to Contractor due to temporary suspension of operation, regardless of cause. Such suspension(s) may be due but not limited to mechanical failure of equipment, power failure, or weather conditions.

2.2 *Vending Product.* The Contractor shall maintain an adequate supply of items in the vending machines, keep the vending machines in good operating condition, and keep all equipment properly cleaned at all times. The Contractor is expected to adjust frequency of delivery to keep machines stocked.

2.2.1 Products to be included in vending machines may include but are not limited to the following:

- Fresh brewed coffee
- A variety of national brand cold soft beverages in 20 oz. bottles*
- A variety of sports drinks/energy drinks, tea, and juice
- Sandwiches/wraps
- Daily servings of raw fruits or vegetables
- A variety of name brand candies, gum, and mints*
- Assorted snack items
- A variety of packaged potato chips, pretzels, etc.
- Bottled water
- Nutritional snack choices

*At least one sugar-free item must be provided.

2.2.2 The District reserves the right to offer similar products in other facilities.

2.2.3 Cold or refrigerated food that requires heating may be offered in the vending machines accessible to employees only. Microwaves are not available in public spaces.

2.2.4 ***SMTD is a drug-free workplace. Absolutely no products shall be sold on these premises that are prohibited by the FTA, including, but not limited to, tobacco, CBD, or alcoholic products.***

2.3 *Controlled Pricing*. All prices submitted in the proposal shall be effective for a minimum of one (1) year.

2.3.1 Once a year (every 12 calendar months), the Contractor may request, in writing, price adjustments which shall be accompanied by supporting documentation. Permission to adjust prices shall be effective only when issued in writing by the District. In determining the validity of requested price increases, the District may consider changes in the Consumer Price Index, prices charged for similar items at other institutions, and the financial performance of the Contractor.

2.3.2 Prices for items not included in the proposal, and new items introduced in the future, will be mutually agreed upon by the Contractor and the District.

2.4 *Accounting*. The Contractor shall maintain accurate, complete, and separate books reflecting its operations with the District and include appropriate supporting data and documents. The Contractor shall submit to the District a detailed operating statement covering sales, direct costs, and any profit

or loss each month. In addition to the current accounting period information, the Contractor shall include year-to-date accounting information.

2.4.1 Commission shall only be collected on the machines in the public area.

2.4.2 Commission shall be calculated as a percent of sales (gross sales less sales tax).

2.4.3 Commission checks shall be made payable to Springfield Mass Transit District and sent to:

Accounts Receivable
928 S 9th St.
Springfield, IL 62703

2.5 The Contractor shall have on file with the District a detailed process for the investigation of suspected food poisoning resulting from the consumption of food related to this contract.

2.6 Contractor shall be financially responsible for obtaining all required permits and licenses; complying with all municipal, state, and federal laws; and for accepting all liability for applicable taxes.

2.7 Contractor shall establish an effective customer refund procedure for the refund of money due to the malfunction of vending machines.

2.7.1 It is expected that malfunctioning machines will be repaired or replaced within one-two (1-2) business days.

2.7.2 Contractor contact information shall be clearly displayed, so that customers can directly contact the vending company. Also, vendor must provide contact information to the District to resolve issues when necessary.

2.8 There may be additional food services added to the Springfield Sangamon County Transportation Hub, which includes the Transfer Center, in the future. This solicitation and subsequent contract does not intend to be an exclusive arrangement.

3.0 Insurance

The successful Contractor shall furnish to the District, prior to the commencement of services at the District, an insurance certificate evidencing and including the District as an additional insured on a primary and non-contributory basis, with respect to the commercial general liability and auto liability policies required herein, that it maintains with a company, licensed to do business in the State of Illinois, the following coverages:

- Worker's Compensation and Employee's Liability with limits of $1,000,000/$1,000,000 / $1,000,000.
- Commercial General Liability including the District and its Board as additional insured on a primary and non-contributory basis with minimum limits of $1,000,000 each occurrence and $1,000,000 general aggregate combined single limit, bodily injury including death, property damage liability and coverages for personal injury, blanket contractual liability, and products liability.
- Business Commercial Automobile Liability (including owned, non-owned, and hired) with minimum limits of $1,000,000 each accident, single limit, bodily injury including death and property damage liability, including the District as additional insured on a primary and non-contributory basis.

The certificate shall specify the date(s) when such insurance expires and shall further provide for ten days prior notification to the District of cancellation, in coverage in accordance with policy terms and conditions, and renewal certificates shall be in the District's possession prior to expiration dates of all policies noted herein.

SECTION IV: EVALUATION

1.0 General Information

1.1 *Rejection of Submission.* The right is reserved to accept any submission, or any part thereof or to reject any and all submissions. Acceptance of any submission is subject to concurrence by the Illinois Department of Transportation and the US Department of Transportation.

1.2 *Single Submission Response.* Upon receiving a single submission, the District will review the process to determine if competition was adequate. This will include a review of the specifications for undue restrictiveness. If the competition can be determined to be adequate, then FTA's competition requirements will be fulfilled, and the contract will qualify as valid.

1.3 *Submission Mistakes or Withdrawal.* An interested Respondent who seeks to rescind or correct an error in its Proposal may do so prior to submission opening. After the submissions are opened, Proposals may not be withdrawn for 90 calendar days.

2.0 Eligibility for Award

To be eligible for award, Respondents must be responsive and responsible.

2.1 *Responsive.* Respondents who comply with all material aspects of the solicitation are considered responsive. Use Attachment A for guidance on this requirement.

2.2 *Responsible.* A Respondent must be prepared to prove to the District's satisfaction that it has the integrity, skill, and experience to perform the scope of work with the necessary facilities and financial resources to perform the services in a satisfactory manner and within the time specified. At a minimum, Respondents are expected to:

2.2.1 Refrain from knowingly undertaking collaboration or representation that will create a conflict with the District;

2.2.2 Have sufficient resources and capability to finance the proposed projects;

2.2.3 Comply with the proposed performance schedule, taking into consideration all existing business commitments;

2.2.4 Exhibit satisfactory performance and integrity on similar, past projects; and

2.2.5 Be considered eligible and otherwise qualified to receive an award under applicable laws and regulations.

3.0 Evaluation of Submissions

The Evaluation Committee will review all Proposals submitted in response to this RFP. Respondents deemed responsive and responsible and within the competitive range will be asked to present and interview with the Evaluation Committee.

3.1 Technical Proposal- 30%
The proposal will be evaluated on the operational plan, ability to effectively meet the vending needs of the District, the quality of the product, and the marketing strategies to increase participation from the customer base.

3.2 Price Proposal- 25%
The District will use the following formula for price normalization:

(Lowest Price/Proposed Price) X maximum number of potential points = Pricing Score

3.3 References- 15%
Respondents will be evaluated on their performance with accounts of similar size and scope.

3.4 Presentation and Interview- 30%

During the presentation and interview, Respondents will be further evaluated on the ability to effectively meet the vending needs of the District and the marketing strategies to increase participation from the customer base. Presentations are a time for Respondents to establish the firm's qualifications and methodology- not a time to summarize the Proposal.

4.0 Clarification of Submissions

The District reserves the right to obtain clarification or additional information necessary to properly evaluate a particular Proposal. Failure of a Respondent to respond to such a request for additional information or clarification may result in the submission's rejection.

5.0 Selection

When a tentative decision is reached, it will be submitted to the District Board of Trustees for consideration. The District Board of Trustees will make the final decision for the contract award. State Concurrence may also be required from IDOT prior to award of an agreement.

SECTION V: CONTRACT AWARD

1.0 Award of Contract

1.1 Upon authorization from the Board of Trustees, a Notice to Proceed will be issued to the successful respondent along with a request for additional documents required by the District- certificate of insurance, payment schedule, W-9, ACH form, etc.

1.2 The Contract is awarded when the District signs Attachment I and issues a Notice to Proceed to the Respondent. Once the District has fully executed the Notice to Proceed, a binding contract is created and it may be amended, modified, or terminated only in writing, signed by each of the parties hereto.

1.3 In the event of the successful Respondent's default, the District reserves the right to cancel the award and reissue the RFP.

1.4 The contract resulting from this solicitation shall be for a firm, fixed price.

2.0 Contract Term

The initial contract term shall be for three (3) years, commencing on April 1, 2027 through March 31, 2030.

2.1 *Contract Extensions.* The District may extend the Contract Term with two (2) one-year options. Price increases may be negotiated for the extensions. All other terms and conditions of the original contract shall apply for the full term of the contract, unless modified in writing.

2.2 *Termination*. Upon termination of this agreement, the District and Contractor shall jointly conduct a physical inventory of all consumable and capital equipment and inspect the premises. At that time, the Contractor shall remove the machines from the premise(s).

3.0 Amendment

The terms, conditions, rates, and provisions of this Contract may be amended, from time to time, by mutual written agreement of both parties, given proper notice.

4.0 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the completion of this Contract or in any amendment hereto, the District may, upon written notice, terminate this Contract in whole or in part. Such termination shall be in accordance with the District's rights to terminate for convenience or default.

5.0 Method of Payment

5.1 The Contractor shall submit an invoice for payment within 30 days of delivery. The District shall review the invoice and shall, if all documentation has been received and is deemed acceptable, approve the appropriate payment as specified, no later than thirty (30) days from the acceptance of the invoice.

5.2 The Respondent shall submit invoices that are itemized clearly and concisely and reflect only those charges agreed to under the contract.

5.3 All invoices shall be submitted to finance@smtd.org.

6.0 Advance Payment Prohibited

No advance payment shall be made for the Respondent's work furnished pursuant to this Contract.

SECTION VI: TERMS AND CONDITIONS

1.0 Access to Records and Reports

1.1 *Access to Records.* The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

1.2 *Access to the Sites of Performance*. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

1.3 *Record Retention*. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

1.4 *Retention Period*. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

2.0 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3.0 Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

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

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

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

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

4.0 Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

4.1 *Nondiscrimination.* In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

5.0 Contract Changes

Any proposed change in this contract shall be submitted to the District in writing for its prior approval.

6.0 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

7.0 Equal Employment Opportunity

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

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

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

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

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

7.5 That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or IDOT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

7.6 That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;

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

8.0 Federal Tax Liability and Recent Felony Convictions

8.1 The contractor certifies that it:

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

8.1.2 Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

8.2 *Flow-Down.* The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

9.0 Fly America

9.1 *Definitions*. As used in this clause— "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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

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

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

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

9.6 Contractor shall include the substance of this clause in each subcontract or purchase under this contract that may involve international air transportation.

10.0 Incorporation of Federal Transit Administration (FTA) Terms

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

11.0 No Government Obligation to Third Parties

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

12.0 Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

12.2 Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

12.3 The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement

or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

13.0 Patent Rights And Rights In Data

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

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

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

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

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

13.2.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and

13.2.2 Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

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

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

13.5 Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

13.6 Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

13.7 The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

14.0 Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

15.1 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

15.1.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

15.1.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

15.3 See Public Law 115-232,section 889 for additional information.

15.4 See also § 200.471.

16.0 Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

17.0 Protest Procedures

Protests may be made by prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The District will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award.

All protests are to be submitted in writing to:

Springfield Mass Transit District
928 South Ninth Street
Springfield, IL 62703-2497

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- Name, address, and telephone number of protestor;
- Identification of contract solicitation number;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- A statement as to what relief is requested.

Protests must be submitted to the District in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

17.1 *Protests before Bid Opening.* Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of bids must be submitted in writing to the District Managing Director at the address above and must be received at least ten (10) days prior to bid opening or closing date for receipt of bids. If the written protest is not received by the time specified, bids may be received an award made in the normal manner.

17.1.1 Oral protests not followed up by a written protest will be disregarded. As far as practical, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other Bidders.

17.1.2 The failure of any party to timely respond to a request for information, may be deemed by the District that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response.

17.1.3 Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the District; the Managing Director may conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Following the informal hearing, if one is held, the Managing Director will render a decision, which shall be final, and notify all interested parties thereof in writing no later than ten (10) business days from the date of informal hearing. Note: In all instances, the District must disclose the protest to FTA along with the District's written determination.

17.2 *Prior to Award.* Protests to awards made by the District Board must be submitted in writing to the Managing Director and received within five (5) days of the award by the District Board. Notice of the protest and the basis therefore will be given to all Proposers. In addition, when a protest against the award made by the District Board is received and it is determined to withhold the award pending disposition of the protest, the Propser whose proposal might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to five (5) days after resolution of the protest unless the District determines that:

- The items to be purchased are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly; or
- Failure to make award will otherwise cause undue harm to THE DISTRICT or the federal government.

Note: In all instances, the District must disclose the protest to FTA along with District's written determination.

17.3 *Protests after Award*. Protests must be filed in writing within five (5) working days of the award notification. All protests must contain the following information: (1) Name of Protestor; (2) Solicitation / Contract Number, Description, or other identifier; (3) Statement of grounds for protest; (4) all supporting documentation. All protest documents should be sent to the District Managing Director at 928 South Ninth Street, Springfield, Illinois 62703.

The Managing Director, or designee, will review the Proposers' protest and make a determination. The protesting Proposer as well as all other registered Proposers will be notified by certified mail of the Managing Director's decision within five (5) working days of receipt of the protest.

17.4 *Submission of Protest to FTA.* Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the District, and shall be limited only to matters that are primarily a federal concern. An appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protester knew or should have known of the violation.

18.0 Safe Operation of Motor Vehicles

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

18.2 *Distracted Driving*. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

19.0 Suspension and Debarment Certification

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

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

19.3 By signing and submitting its proposal, the Proposer certifies as follows:

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

19.4 Contractors and Subcontractors are also subject to a continuing duty of disclosure. Contractors and Subcontractors must provide immediate written notice to the District if it learns that any person involved in a covered transaction has been excluded. The District must then provide written notice to the Federal Transit Administration.

20.0 Termination

20.1 *Termination for Convenience*. The District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

20.2 *Termination for Default*. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the District that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the

District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

21.0 Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

SECTION VII: ATTACHMENTS

All attachments, unless otherwise stated, must be submitted with the Proposal.

ATTACHMENT A	WRITTEN PRELIMINARY REVIEW CHECKLIST *Attachment A is for your use and does not need to be submitted.*
ATTACHMENT B	REGISTRATION FORM If *applicable*, submit as soon as possible.
ATTACHMENT C	REQUEST FOR DEVIATION/CLARIFICATION *If applicable, must be submitted by December 3, 2026 by 2:00 PM CST*.
ATTACHMENT D	RESPONSIBLE BIDDER ORDINANCE *Must be submitted with Proposal.*
ATTACHMENT E	SIGNATURE PAGE / ACKNOWLEDGEMENT OF ADDENDA *Must be submitted with Proposal.*
ATTACHMENT F	CERTIFICATION OF POWER OF EXECUTION *Must be submitted with Proposal.*
ATTACHMENT G	NON-COLLUSION AFFIDAVIT *Must be submitted with Proposal.*
ATTACHMENT H	CERTIFICATION REGARDING LOBBYING *Must be submitted with Proposal.*
ATTACHMENT I	CERTIFICATION OF DEBARMENT, SUSPENSION, OTHER INELIGIBILITY & VOLUNTARY EXCLUSION *Must be submitted with Proposal.*
ATTACHMENT J	OFFER AND ACCEPTANCE AGREEMENT *To be completed with the successful Respondent at notice of award.*

Attachment A. Written Preliminary Review Checklist

CATEGORIES			Pass	Fail
1.	Proposal submitted on time		☐	☐
2.	Original mail or electronic submission in correct format		☐	☐
3.	Cover Letter		☐	☐
4.	Technical Proposal		☐	☐
	Organizational Chart		☐	☐
	Foodborne Illness Procedures		☐	☐
	Customer Refund Process		☐	☐
	Sample Monthly Financial Report		☐	☐
5.	Price Proposal		☐	☐
6.	References		☐	☐
7.	Attachments		☐	☐
	B.	Registration Form	☐	☐
	C.	Request for Proposal Deviation / Clarification	☐	☐
	D.	Responsible Bidder Ordinance	☐	☐
	E.	Acknowledgement of Addenda	☐	☐
	F.	Certification of Power of Execution	☐	☐
	G.	Non-Collusion Affidavit	☐	☐
	H.	Certification Regarding Lobbying	☐	☐
	I.	Certification of Debarment, Suspension, Other Ineligibility & Voluntary Exclusion	☐	☐

_____ _____
Reviewer Date

_____ _____
2nd Reviewer Date

Attachment B. Registration Form

The registration form allows all interested parties to receive subsequent updates, amendments, interpretations, and/or addenda issued for this Request for Proposals (RFP). Failure to acknowledge subsequent updates, amendments, interpretations, and/or addenda requirements may result in a rejection of the Proposal. Please submit the completed form to purchasing@smtd.org as soon as possible.

Project RFP #2027-01 Vending Machine Services	**Issue Date** November 5, 2026	**Closing Date** December 17, 2026
Name Of Company		**FEIN**
Address, City, State, Zip Code		
Contact Person	**Email**	**Phone**

Will you or a representative be attending the Pre-Bid Meeting?

☐ Yes ☐ No

Attachment C. Request for Deviation/Clarification

Complete this form for each condition, exception, reservation, or understanding (i.e., deviation) in the proposal. All requested Proposal Deviations and/or clarifications must be submitted by December 3, 2026 for consideration.

Deviation No.: _____ Contractor: _____

Solicitation Ref. No.: _____ Page: _____ Section: ____

Complete Description of Deviation

Rationale (Pros and Cons)

District's Response

Date Received: _____ Date of Reply: _____

Request for Approved Equal

APPROVED ☐ MORE INFORMATION REQUIRED ☐ CLARIFICATION ☐

APPROVED WITH CONDITIONS ☐ DENIED ☐

By: _____ Date: _____

District's Decision

Attachment D. Responsible Bidder Ordinance

The Contractor shall agree to comply with the Responsible Bidder Ordinance of the District Board of Trustees by signing and dating the following.

WHEREAS, the District from time to time, prepares specifications, advertises, and awards contracts for the provision of services directly to the residents of the said District; and

WHEREAS, the Board of the said District desires to award the contracts for the provision of such services, to the lowest responsible bidder in accord with the applicable state and federal law; and

WHEREAS, the said Board believes that it is the obligation of the District to comply with the various laws, both state and federal, which protect the health, safety, and welfare of the workers who are employed in the provision of services to the residents of the District, and it is further the obligation of the District to encourage those to whom such service contracts are awarded to comply with such statutes as well, and it is further the obligation of the District to encourage those to whom service contracts are awarded to develop and maintain apprenticeship and training programs in order to provide a pool of qualified and skilled workers in the Springfield area; and

WHEREAS, the said Board desires to adopt ordinances and follow practices and procedures designed to ensure, to the maximum extent possible, that those with whom it contracts, comply with the said state and federal statutes, and provide or participate in apprenticeship and training programs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Springfield Mass Transit District as follows:

1. That from and after the passage and approval of this ordinance, all specifications for the construction or substantial renovation of any building, shelter, parking lot, or other capital project, or for the provision of services directly to the residents of the said District, shall include a requirement that any person, firm, corporation, or other entity submitting a Proposal shall include a complete, accurate, and truthful listing and description of all decisions, determinations, judgments, or other findings within the past two years of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, OSHA, FMLA, FLSA, ADA, ADEA, NLRA, the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, against it or any entity with whom it is submitting the Proposal, including joint ventures and partners, and also including parent and subsidiary corporations or entities, and shall further include documentation that such bidder and/or its employees are participants in at least one apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The Board of the District may waive the Apprenticeship requirement if the bidder is in an industry where no such program is available.
2. That any bidder who willfully fails or refuses to include the information required in Paragraph One, or whose report is substantially incomplete, inaccurate, or untruthful, may be disqualified and its Proposal rejected.
3. That the Board may reject any Proposal and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals that there has been a finding, determination, or judgment by an agency of the state or federal government charged with the responsibility of enforcing laws and regulations which protect the health, safety, or welfare of workers, as enumerated above, or otherwise, that the Respondent has violated such a statute or regulation, and that such violation was:
    i. found to have been part of a pattern of similar violations;
    ii. one of three or more similar violations committed within the two years immediately preceding the submission of the Proposal;
    iii. classified by an agency of the state or federal government as serious;
    iv. one which threatened the health or safety of the workers employed by the bidder;
    v. one resulting in the payment of back

By signature below, the Respondent, _____, agrees to comply with this Responsible Bidder Ordinance and further certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

_____

Signature of Authorized Official Date

_____

Name and Title of Authorized Official

Attachment E. Acknowledgement of Addenda

THE UNDERSIGNED agrees to be bound by all applicable federal and state laws and regulations, the accompanying specifications and the District policies and procedures. And further agrees to be bound by amendments to the same.

THE UNDERSIGNED, by submitting a proposal, represents that:

1. The Respondent has read and understands the requirements of the RFP and agrees to comply with all local, state, and federal rules and regulations applicable to this RFP.
2. Failure to comply with any terms of the RFP may disqualify the Respondent as non-responsive.

THE UNDERSIGNED certifies that this proposal has been derived independently and is submitted in the spirit of free and open competition, without limiting characteristics or influence.

THE UNDERSIGNED certifies that all addenda to this RFP have been received and duly considered, with evidence of receipt as follows:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

WE, THEREFORE, OFFER AND MAKE THIS PROPOSAL TO PROVIDE VENDING MACHINE SERVICES.

_____

Signature of Authorized Official Date

_____

Name and Title of Authorized Official

Attachment F. Certification of Power of Execution

The undersigned, an _____ of _____,
Officer, Partner, Proprietor etc. Name of Company/Firm

a _____, having its principal office or registered agent at _____,
Corporation, Partnership, or Proprietorship Address including City, State

hereby certifies that the Company has duly authorized by appropriate action and/or hereby does nominate, constitute, appoint, and authorize _____ with full power to act _____
Name of Individual Signing Document Alone or in conjunction with

on behalf of _____, and thereby to make, execute, seal and deliver on its behalf as
Name of Firm

Respondent and as its act and deed any and all PROPOSALS, contract PROPOSALS, contracts, change orders, monthly and final payment certificates and other like instruments.

Such PROPOSALS, contract PROPOSALS, contracts, change orders, monthly and final payment certificates and other like instruments shall be binding upon said company as fully and to all intents and purposes as if such instruments had been duly executed, acknowledged, and delivered by the authorized officers of the company when executed, by the aforementioned person(s).

_____

Signature of Authorized Official Date

_____

Name and Title of Authorized Official

On _____, before me, _____, a notary public, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal, _____

Notary Public for the Sate of _____

My commission expires _____

NOTARY SEAL

Attachment G. Non-Collusion Affidavit

STATE OF _____)

COUNTY OF _____)

IMPORTANT: This affidavit must be properly completed and submitted with all PROPOSALS

_____, being first duly sworn, deposes and says that he/she is
Authorized Official

_____ of _____, the Respondent
Sole Proprietor, Partner, President, etc. Name of Company

submitting this Proposal, that such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such Proposal is genuine and not collusive or sham and that said Respondent has not been a party to any agreement or collusion among Respondents or prospective Respondents in restraint of freedom of completion by agreement to propose a fixed price, or otherwise, or to refrain from submitting a Proposal and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Springfield Mass Transit District or of any Respondent or anyone else interested in the proposed contract.

_____
Signature of Authorized Official Date

_____
Name and Title of Authorized Official

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20__.

_____
Notary Public

NOTARY SEAL

Attachment H. Certification Regarding Lobbying

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____

Signature of Authorized Official Date

_____

Name and Title of Authorized Official

Attachment I. Certification of Debarment, Suspension, Other Ineligibility & Voluntary Exclusion

The Contractor/Subcontractor under a major third-party contract, _____
Name of Contractor/Subcontractor

certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the Contractor and/or Subcontractor under a major third-party contract is unable to certify any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Contractor/Subcontractor under a major third-party contract, _____
Name of Contractor/Subcontractor

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. Are applicable thereto.

_____

Signature of Authorized Official Date

_____

Name and Title of Authorized Official

Attachment J. Offer And Acceptance Agreement

This Contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Springfield Mass Transit District hereinafter called "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: the Contractor shall provide the services to the Owner as set forth in the Contract Documents.

The Contract Documents shall consist of:

- This Fully Executed Form;
- The entire Springfield Mass Transit District Request for Proposals #2027-01 (no revisions by the Contractor) dated November 5, 2026.
- Official Addenda, if applicable:

  Addenda#:_____ dated _____

  Addenda#:_____ dated _____

  Addenda#:_____ dated _____
- The Contractor's Proposal dated _____.
- Fully Executed Negotiated Modifications to the Proposal and/or RFP dated:_____ all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR	OWNER
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Name and Title of Authorized Official	Name and Title of Authorized Official
_____	_____
Date	Date