



928 South Ninth Street ▪ Springfield, IL ▪ 62703-2432

INVITATION FOR BID

BUS STORAGE BUILDING RENOVATIONS

IFB #2023-01

INTERESTED BIDDER REGISTRATION FORM

INVITATION FOR BID / IFB #2023-01

Date: Thursday, October 13, 2022

To: Potential Bidder

Subject: Bus Storage Building Renovations

To Whom It May Concern:

Please **NOTIFY** Michelle Alexander at 928 South Ninth Street, Springfield, IL 62703, E-mail: purchasing@smttd.org, or Fax: (217)789-9819 as soon as possible with your complete INTERESTED BIDDER REGISTRATION FORM.

Immediate notification to the District is requested to ensure that every Interested Bidder receives subsequent updates, amendments, interpretations, and/or addenda issued for this IFB. Failure to acknowledge subsequent updates, amendments, interpretations, and/or addenda requirements may result in a rejection of the Proposal.

☐ We will **NOT** be submitting a Proposal ☐ We **MAY** submit a Proposal

Name of Company _____

Name of Contact Person _____ Title _____

Street Address / Post Office Box _____

City, State, Zip Code _____

Telephone Number _____ UEI Number _____

E-mail Address (MANDATORY) _____

Website Address _____

Sincerely,
Steve Schoeffel
Managing Director

TABLE OF CONTENTS

INTERESTED BIDDER REGISTRATION FORM	2
SCHEDULE FOR SUBMISSION OF BIDS	7
PART I: GENERAL INFORMATION AND INTRODUCTION	7
1.0 DEFINITIONS	7
2.0 ISSUING OFFICE AND SUBMITTAL INFORMATION	8
PART II: SCOPE OF WORK	9
1.0 MAJOR WORK SCOPE ITEMS	9
2.0 SILENCE OF SPECIFICATIONS	10
3.0 SUBMITTING A REQUEST FOR APPROVED EQUAL	10
4.0 BRAND NAME OR EQUAL	10
5.0 WARRANTY	11
6.0 ASSUMPTION OF RISK OF LOSS	11
7.0 PERMITS, LICENSES AND UTILITY WORK	11
8.0 TAXES	11
9.0 INSURANCE	11
PART III: BID SUBMISSION INSTRUCTIONS	12
1.0 COST OF BIDS	13
2.0 BID POSTPONEMENT AND AMENDMENT	13
3.0 OTHER COMMENTS AND INSTRUCTIONS	13
4.0 SINGLE BID RESPONSE	13
5.0 BID MISTAKES OR WITHDRAWAL	14
6.0 ADDENDA, REQUESTS FOR CLARIFICATION AND BID DEVIATIONS	14
7.0 RESPONSIBLE BIDDERS	14
8.0 RETAINAGE	14
9.0 BID, PERFORMANCE AND PAYMENT BONDS	15
PART IV: EVALUATION AND SELECTION	16
1.0 BID OPENING	16
2.0 BID REVIEW	16
3.0 NON-CONTACT	16
4.0 CLARIFICATION OF BIDS	16
5.0 AWARD	16
6.0 BASIS OF AWARD	17
7.0 LACK OF FUNDS	17
8.0 METHOD OF PAYMENT	17

9.0 ADVANCED PAYMENT PROHIBITED 17**PART V: DISTRICT, LOCAL, STATE AND FEDERAL CLAUSES 17**

1.0	NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES	17
2.0	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS	18
3.0	ACCESS TO RECORDS AND REPORTS	18
4.0	AUDIT AND INSPECTION OF DISTRICT RECORDS	19
5.0	FEDERAL CHANGES	19
6.0	TERMINATION FOR CONVENIENCE	20
7.0	TERMINATION FOR DEFAULT [CAUSE OR BREACH]	20
8.0	CIVIL RIGHTS	21
9.0	DISADVANTAGED BUSINESS ENTERPRISES (DBEs) OPPORTUNITY	22
10.0	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS	25
11.0	ENERGY CONSERVATION	25
12.0	SUSPENSION AND DEBARMENT CERTIFICATION	25
13.0	AMERICANS WITH DISABILITIES ACT (ADA) ACCESS	26
14.0	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	26
15.0	CONTRACT WORK HOURS AND SAFETY STANDARDS	32
16.0	PROTEST PROCEDURES	33
17.0	BREACHES AND DISPUTE RESOLUTIONS	35
18.0	LOBBYING	35
19.0	BUY AMERICA	36
20.0	ENVIRONMENTAL REQUIREMENTS	36
21.0	SEISMIC SAFETY	39
22.0	RECYCLED PRODUCTS	40
23.0	CARGO PREFERENCE	40
24.0	VETERAN'S PREFERENCE	40
25.0	INTEREST OF MEMBERS OF CONGRESS	40
26.0	PROHIBITED INTEREST OF LOCAL OFFICIALS	40
27.0	CONTRACT CHANGES	40
28.0	ESCALATION	41
29.0	EQUAL EMPLOYMENT OPPORTUNITY	41
30.0	FINANCIAL ASSISTANCE	42
31.0	AUDIT AND INSPECTION OF RECORDS	42
32.0	ASSIGNMENT	42
33.0	RETENTION OF RECORDS	42
34.0	OWNERSHIP OF RECORDS	42
35.0	GOVERNMENT INSPECTION	42
36.0	SUBCONTRACTS	42
37.0	VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS	42
38.0	ILLINOIS WORKS JOB PROGRAM ACT (30 ILCS 559/20-1 ET SEQ.):	42
39.0	DOMESTIC PREFERENCES FOR PROCUREMENTS	43
40.0	PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND/OR EQUIPMENT CERTIFICATION	43
41.0	NOTICE TO FTA AND OFFICE OF U.S.DOT INSPECTOR GENERAL ON FRAUD, WASTE, AND ABUSE	43

PART VI: ATTACHMENTS 45

WRITTEN PROPOSAL PRELIMINARY REVIEW CHECKLIST	46
A. SIGNATURE PAGE / ACKNOWLEDGMENT OF ADDENDA	47
B. RESPONSIBLE BIDDER ORDINANCE	48
C. PREVAILING WAGE ORDINANCE:	51
D. SANGAMON COUNTY PREVAILING WAGE RATES:	53
E. NON-COLLUSION AFFIDAVIT	60
F. DBE UTILIZATION FORM	61
G. GOOD FAITH EFFORT (GFE)	63
H. DISADVANTAGED BUSINESS ENTERPRISES (DBE) UNAVAILABLE CERTIFICATION	65
I. REQUEST FOR APPROVED EQUAL	66
J. CERTIFICATION OF POWER OF EXECUTION	67
K. CERTIFICATION REGARDING LOBBYING	68
L. BUY AMERICA CERTIFICATE OF COMPLIANCE	70
M. CERTIFICATION DEBARMENT, SUSPENSION, OTHER INELIGIBILITY & VOLUNTARY EXCLUSION	71
N. INDEMNITY AND INSURANCE REQUIREMENTS	72
O. PROMPT PAYMENT AFFIDAVIT	73
P. BID FORM	74

LEGAL NOTICE
INVITATION FOR BID / IFB #2023-01

BUS STORAGE BUILDING RENOVATIONS

The Sangamon Mass Transit District (District) seeks to enter into a contract with a qualified company capable of general construction services and project management at 928 S. 9th Street, Springfield, IL 62703.

All bids must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of five percent (5%) of the bid price and made payable to the Sangamon Mass Transit District, Springfield, Illinois. The Invitation for Bid may be obtained from the SMTD website at www.smttd.org on or after Thursday, October 13, 2022. Plans and specifications for the purpose of bidding may be obtained by contacting Springfield Reprographics, 1620 S 5th St, Springfield, IL, (217) 523-4632 service@springfieldrepro.com to print documents, drawings, specifications, and any addenda.

Bids will be received in the District office at 928 South Ninth Street, Springfield, Illinois 62703-2497 in SEALED envelopes marked " IFB #2023-01 BUS STORAGE BUILDING RENOVATIONS, Attn. Ms. Michelle Alexander," **NO LATER THAN 10:00 AM CENTRAL TIME, Tuesday, November 22, 2022.**

Any contract resulting from this IFB shall be conditioned upon compliance with all provisions of the IFB documents. Additionally, any contract resulting from these Bidders 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, Division of Public and Intermodal Transportation.

The right is reserved 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 Bidders and to waive irregularities therein, and all submitting Bidders must agree that such rejection shall be without liability on the part of the District for any penalty brought by a Bidder because of such rejections, nor shall the submitting Bidder 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 Bidder to these conditions.

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

END OF LEGAL NOTICE

SCHEDULE FOR SUBMISSION OF BIDS
FOR
BUS STORAGE BUILDING RENOVATIONS

<u>DATE</u>	<u>DESCRIPTION</u>
Thursday, October 13, 2022	1. ISSUE LEGAL NOTICE / INVITATION FOR BID.
Tuesday, Oct 25, 2022	2. PRE-BID MEETING, 11:00 a.m. Central Time.
Tuesday, Oct 25, 2022	3. SITE VISIT held immediately following the pre-bid meeting. Individual site visits will not be scheduled.
Thursday, Nov 3, 2022 NO later than 4:00 p.m.	4. LAST DAY FOR BIDDERS TO SUBMIT WRITTEN QUESTIONS, AND/OR REQUEST FOR APPROVED EQUAL, (all questions and/or requests for clarification, may be submitted ONLY in writing).
Thursday, Nov 10, 2022 NO later than 4:00 p.m.	5. LAST DAY FOR THE DISTRICT TO RESPOND TO BIDDER'S WRITTEN QUESTIONS, REQUESTS FOR CLARIFICATIONS, AND/OR REQUESTS FOR APPROVED EQUAL.
Tuesday, Nov 22, 2022	6. BIDS ARE DUE NO LATER THAN 10:00 A.M. CENTRAL TIME.
Monday, Dec 19, 2022	7. NOTICE OF AWARD. The DISTRICT barring any unforeseen delays will make an award.
Tuesday, Dec 20, 2022	8. NOTICE TO PROCEED. Barring any unforeseen delays, DISTRICT shall issue the notice to proceed. Substantial completion date to be set for November 1, 2023.

PART I: GENERAL INFORMATION AND INTRODUCTION

1.0 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. For the purpose of this INVITATION FOR BIDS:

<i>ACCEPTANCE/ACCEPTED</i>	Written documentation of the District's determination that the Bidder's Work has been completed in accordance with the Contract.
<i>ADDENDUM/ADDENDA</i>	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.
<i>CONTRACT</i>	Comprises the INVITATION FOR BIDS, any addenda thereto, the Bid, and the purchase order/notice to proceed if appropriate. The Contract constitutes the entire Contract between the District and the awarded Bidder.
<i>BIDDER /BIDDER/ OFFEROR</i>	Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Bid/Bid to perform the Work.
<i>CONTRACTOR</i>	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.
<i>DISTRICT/OWNER</i>	Sangamon Mass Transit District, SMTD, Springfield Mass Transit
<i>RESPONSIVE</i>	Responsive means that the Bidder has complied in every way with all requirements of the IFB. A Responsive determination does not allow for discussion with Bidder. When the Bid is received, it is either responsive or non-responsive based upon its' own merits.
<i>RESPONSIBLE</i>	Responsible means that the Bidder is capable of successfully performing under the terms and conditions of the proposed Contract.
<i>WORK</i>	Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

2.0 ISSUING OFFICE AND SUBMITTAL INFORMATION

Bids that do not conform to the procedures, format or content requirements written into this IFB shall be deemed nonresponsive and may be disqualified. The District reserves the right to accept, or reject any Bids, all Bids or any part of any Bid.

2.1 SUBMITTAL / CONTACT INFORMATION

Sangamon Mass Transit District
Attention: Michelle Alexander
928 South Ninth Street
Springfield, IL 62703
(217) 522-6087 telephone
(217) 789-9819 Fax
purchasing@smttd.org Email

For questions about the solicitation, contact Michelle Alexander at the above Contact Location. Questions and/or clarifications MUST be sent in writing via facsimile, email or U S mail no later than the due date shown on the Bid Submission Schedule. The response to these questions and/or clarifications will be sent to ALL interested Bidder no later than the due date shown on the Bid Submission Schedule. Any new information to be issued by District, replies to questions, and/or addenda/amendments to the IFB shall be provided in writing to all solicitation holders.

PART II: SCOPE OF WORK

Before submitting a bid, the Bidder shall familiarize themselves with the work, rules governing acceptance of the work site, local labor conditions, prevailing wage requirements, the conditions at the site for delivery and installation, all laws, regulations and other factors affecting performance of the work. The Bidder shall carefully observe site conditions to ensure understanding of project, contract timeline, bidding documents and contract drawings and specifications. The submission of a bid will constitute the bidder's understanding and compliance with the requirements outlined in the scope of work, plans, drawings, and technical specifications.

Any Bidder who discovers ambiguities or is in doubt as to the true meaning of any part of the Invitation to Bid (IFB #2023-01) document shall promptly submit a request in accordance with the Submission Schedule to the District. Interpretations will be made by addendum only. A copy of the addendum will be sent to emails submitted on the Interested Bidders Form, posted at www.smttd.org, and available for printing through Springfield Reprographics 1620 S 5th St, Springfield, IL, (217) 523-4632, service@springfieldrepro.com.

The District plans to complete renovations to the property located at 1110 S. 9th Street, Springfield, IL 62703. SMTD purchased this site at 1110 S. 9th St. in 2013 to use the facility for storage and potential body repair workshop. When SMTD purchased this location, the site included an older building that was demolished in 2018. The remaining building, built in 1980, is the building that will be remodeled for use as a body repair shop.

The complete Scope of Work can be found in Exhibit A (Specifications) and Exhibit B (Drawings). Both Exhibits are available for printing through Springfield Reprographics at 1620 S 5th St, Springfield, IL, (217) 523-4632, service@springfieldrepro.com.

1.0 MAJOR WORK SCOPE ITEMS

Technical specifications and Technical Drawings are included in

Exhibit A and Exhibit B

Please, closely review Exhibit A and B, which are available for printing through Springfield Reprographics, for detailed information regarding the Scope of Work.

- 1.1 Demolition - The Contractor shall follow construction documents for demolition specifications. The Contractor shall identify a list of all salvageable materials prior to the start of demolition. Demolition shall be completed in conformance with the time schedule requested by the Project Manager. The Contractor is solely responsible for applying and obtaining all necessary permits and licenses required to complete the demolition by the time scheduled.
- 1.2 Building Work Scope - The Contractor shall follow construction documents and specifications for all building work for the existing building. The Contractor is solely responsible for applying and obtaining all necessary permits and licenses required to complete the work by the time scheduled.
- 1.3 Site Redevelopment - The Contractor shall follow construction documents for site redevelopment specifications. The Contractor shall identify any problems that arise during construction to the Project Coordinator in writing immediately following the discovery of the problem. The Contractor is solely responsible for staffing and obtaining materials needed to complete the job, in the specified time.

2.0 SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in the specifications and to any omission in the specifications. Any omission or question of interpretation of the specifications that affect the performance or quality of the equipment being offered shall be addressed in writing and submitted in accordance with the schedule for submission.

3.0 SUBMITTING A REQUEST FOR APPROVED EQUAL

The Bidder shall complete a Request for Approved Equal form (Attachment I) and submit it with all of the required documentation to support their request for an Approved Equal. Specifications may allow for equal items, but these items must be approved prior to bidding. Requests for Approved Equals must be received by SMTD in writing no later than 4:00 p.m. central time on Thursday, Nov 3, 2022. Requests for Approved Equal or protest of the specification must be fully supported with technical data, test results or other information as evidence that the substitute offered is equal to or better than the specifications' requirements. SMTD will notify all Bidders of the approval or rejection of the Approved Equal in writing by Thursday, Nov 10, 2022. Bids submitted for other than Approved Equals may be rejected.

4.0 BRAND NAME OR EQUAL

Unless the term "no substitute" is used, the District's reference to a brand name, manufacturer, make, or catalogue designation in describing an item does not restrict the Bidder to that brand or model, etc. The District may make such reference to indicate the type, specifications, character, quality and/or performance equivalent of the item desired. However, Bidder is required to furnish the exact item described in the specifications unless

Bidder submits a Request for Approved Equal (Appendix I) by the date and time listed in the schedule for submission AND that request is approved, in writing, by SMTD.

5.0 WARRANTY

- 5.1 No less than the manufacturer's most favorable warranty offered to commercial customers in the normal course of business shall apply to all parts and materials or warranty periods identified in the construction document whichever is greater.
- 5.2 A copy of warranties shall be furnished to the District identifying the parts covered under the warranty by part number. The warranty shall not begin until the project has been inspected and accepted as substantially complete by the District.
- 5.3 The warranty with respect to replaced products and services on parts shall be equal in duration to the term of the original warranty and shall run from the date of delivery and acceptance of the corrected or replaced product of service or parts thereof.

6.0 ASSUMPTION OF RISK OF LOSS

The Contractor shall assume all risk of loss of any equipment delivered in unsatisfactory condition to the District property and pursue remediation with the shipper. Likewise the Contractor shall assume all risk-of-loss during the installation of said product.

7.0 PERMITS, LICENSES AND UTILITY WORK

- 7.1 Contractor shall acquire and pay for any and all permits including but not limited to those required by state and EPA relating to this work.
- 7.2 The cost of any and all licenses and permits required in connection with the work, which are applicable at the time the Bids are opened, and which are not specified to be obtained by the SMTD, shall be paid for by the Contractor.
- 7.3 The cost for the moving, extension, location or relocation of utilities, which are applicable at the time the bids are opened and which are not specified to be obtained by the SMTD, shall be paid for by the Contractor.

8.0 TAXES

- 8.1 Federal Excise Tax: SMTD is exempt from Federal, Excise, and Transportation Tax, and must not be included in pricing.
- 8.2 SMTD is exempt from payment of Illinois State sales and use taxes and must not be included in pricing.

9.0 INSURANCE

Standard Insurance Requirements:

COVERAGE TYPE	LIMITS
WORKER'S COMPENSATION	STATUTORY LIMITS FOR EACH RESPECTIVE STATE
EMPLOYER'S LIABILITY	\$1,000,000 EACH ACCIDENT

	\$1,000,000 POLICY LIMIT \$1,000,000 EACH PERSON
AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
GENERAL LIABILITY	\$1,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 COMPLETED OPERATIONS
EXCESS/UMBRELLA LIABILITY	\$1,000,000 PER OCCURRENCE \$1,000,000 AGGREGATE

Liability limits can be satisfied with a combination of underlying and/or excess or umbrella coverage. Please note, the above limits are the minimum acceptable to SMTD but may need to be changed depending upon the specific requirements of the project owner.

Crawford, Murphy, and Tilly, Inc. and SMTD must be named as an additional insured under the liability coverage on a primary and non-contributory basis. Evidence of the above coverages must be supplied to SMTD within 10 days of being issued a subcontract.

PART III: BID SUBMISSION INSTRUCTIONS

The Bidder is to submit one (1) original of the Bid Form, and all required, signed attachments in a sealed envelope with the name and address of the Bidder clearly visible no later than the prevailing time listed. The District will not accept responsibility for late Bids that may be improperly routed in the mail.

All bids shall be accompanied by a certified check, cashier's check, or bid bond in the sum of five percent (5%) of the bid price and made payable to the SMTD.

The bid bond must be issued by a fully qualified surety company acceptable to the SMTD and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.

The Bid, submitted to the above address, shall be clearly marked as follows:

BUS STORAGE BUILDING RENOVATIONS BID
INVITATION FOR BIDS #2023-01
Attention: Ms. Michelle Alexander

The District shall NOT be responsible for unintentional, premature opening of a Bid that has not been properly addressed and identified per the instructions included with this IFB. All Bids are due **NO LATER THAN 10:00 AM CENTRAL TIME, TUESDAY, Nov 22, 2022**. It is the responsibility of each Bidder to ascertain that its Bid is received by District by the specified deadline. Bids received after the stated date and time will not be accepted and will be returned unopened to the submitting company – NO EXCEPTIONS.

BIDS SHALL NOT BE SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION.

1.0 COST OF BIDS

The District is not liable for any costs incurred by Bidders in the preparation, presenting, testing or negotiation of Bids submitted in response to the solicitation.

2.0 BID POSTPONEMENT AND AMENDMENT

- 2.1 The District reserves the right to revise or amend any portion of this IFB prior to the date and time for the Bid delivery. Such revisions and amendments, if any, shall be issued through addenda to this IFB. Copies of such addenda and/or amendments shall be placed on the District's website and will be furnished to the Bidder's email address submitted on the Interested Bidder's form. If the revisions or addenda require changes in requested information or the format for Bid submission, the established date for submission of Bids contained in this IFB may be postponed by such number of days as, in the opinion of District, shall enable the Bidders adequate time to revise their Bids. In any case, a revised Bid submission date shall be at least five (5) business days after the last addendum issued, and the addendum shall include an announcement of the new date, if applicable, for submission of the revised Bids.
- 2.2 Addenda and/or amendments to the IFB, after receipt of the Bids, shall be offered only to those Bidders who qualify by having submitted Bids by the date and time required for Bids submittal.

3.0 OTHER COMMENTS AND INSTRUCTIONS

Right of Selection/Rejection - The District reserves the right to:

- 3.1 Reject any and all Bids. Bidders who submit Bids that do not comply with the instructions, or do not provide the information requested within this IFB, may be subject to immediate rejection;
- 3.2 Reject any or all Bids not in compliance with all public and/or District procedures and requirements;
- 3.3 Select Bid(s) which appear to be in the best interest of the District;
- 3.4 Waive any or all irregularities in Bids submitted;
- 3.5 Award any or all parts of any Bid;

4.0 SINGLE BID RESPONSE

- 4.1 Upon receiving a single Bid, the District will review the process to determine if competition was adequate (this will include a review of the specifications for undue restrictiveness). Many unrelated factors beyond the District's control might cause a potential source not to submit a Bid. If the competition can be determined to be

adequate, FTA's competition requirements will be fulfilled, and the Contract will qualify as valid.

- 4.2 If only one (1) valid Bid is received in response to this IFB, a detailed price analysis will be required from the single Bidder. A price analysis evaluation and/or an audit of the proposed pricing will be performed by the District to determine if the price is fair and reasonable.

5.0 BID MISTAKES OR WITHDRAWAL

- 5.1 An interested Bidder who seeks to rescind its Bid or correct an error in its Bid may do so prior to Bid opening.
- 5.2 After the Bids are opened, they may not be withdrawn for 90 calendar days. Prior to bid opening, Bids may be modified or withdrawn by the Bidder's authorized representative in writing (does not include facsimile, telegram, e-mail, or any other form of electronic communication). The written notification is to be an original document, on Company letterhead, and signed by an authorized representative of the Company.

6.0 ADDENDA, REQUESTS FOR CLARIFICATION AND BID DEVIATIONS

Requests for interpretations, clarifications, and/or Bid deviations shall be made in writing by the date shown on the Schedule. Only requests made in writing will be considered. All responses will be sent to all document holders by the date shown on the Schedule.

7.0 RESPONSIBLE BIDDERS

- 7.1 In order to qualify as a responsible Bidder, in addition to the other requirements herein provided, a Bidder must be prepared to prove to the satisfaction of the District that it has the integrity, skill, and experience to faithfully perform the conditions of the Contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.
- 7.2 The Bidder is expected to refrain from knowingly undertaking this project knowing that it will create a conflict with the District and to inform the Managing Director promptly of any conflict that develops or it becomes aware of during the course of its work with the District.
- 7.3 To be considered skilled and experienced, the Bidder must show, among other requirements of the District, that it has satisfactorily supplied services of the same general type and scope as that which is called for in the IFB.
- 7.4 The Bidder shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

8.0 RETAINAGE

SMTD may withhold an amount not to exceed ten (10%) percent of SMTD's portion of net Project costs of this agreement to ensure substantial completion by the contractor

of the Project. SMTD may at any time release any portion of any such retainage if, in the opinion of SMTD, the contractor has substantially completed sufficient portions of the Project to justify such payments.

9.0 BID, PERFORMANCE AND PAYMENT BONDS

All Bids shall be accompanied by a certified check, cashier's check, or bid bond in the sum of five percent (5%) of the bid price and made payable to the SMTD.

a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the SMTD and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b) Rights Reserved

In submitting this Bid, it is understood and agreed by the bidder that the right is reserved by SMTD to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of SMTD.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of SMTD, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of SMTD damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by SMTD as provided in the Instructions to Bidders shall prove inadequate to fully recompense SMTD for the damages occasioned by default, then the undersigned bidder agrees to indemnify SMTD and pay over to SMTD the difference between the bid security and SMTD's total damages, so as to make SMTD whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

The District shall require a performance and a payment bond for this project.

9.1 Performance Bond: The penal amount of performance bonds shall be 100 percent of the original contract price, unless the District determines that a lesser amount would be adequate for the protection of the District. The District may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The District may secure additional protection by the directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

9.2 Payment Bond: The penal amount of the payment bond shall equal

- a. Fifty percent of the contract price if the contract price is not more than \$1 million dollars.
- b. Forty percent of the contract price if the contract price is more than \$1 million dollars but not more than \$5 million dollars.
- c. Two and one half million if the contract price is more than \$5 million dollars.

PART IV: EVALUATION AND SELECTION

1.0 BID OPENING

Bids will be opened publicly at the date and time specified in the Bid Submission Schedule, however there will be NO immediate award of a Purchase Contract. Bid summaries may be made available to Bidders after the Board has approved an award, upon request. Award will be made to the lowest responsive and responsible Bidder selected from among those who submit Bids in response to this IFB.

2.0 BID REVIEW

- 2.1 The bid review is to gauge the responsiveness of the Bidder. The Bids will be evaluated according to the following criteria:

2.1.1 The completeness of the Bid,

2.1.2 Bids submitted on or before the required due date and time,

2.1.3 The required forms, certifications, and deliverables have been submitted.

3.0 NON-CONTACT

No communication seeking to in any way influence the outcome of the procurement process is allowed between submitting Bidders and the District, District staff or the Board of Trustees. Failure to comply with this policy will result in the immediate Bid disqualification of the offending Bidder – No Exceptions. All communication regarding the IFB shall be directed to Michelle Alexander, Administrative and Procurement Coordinator, in writing to purchasing@smttd.org or at the above address.

4.0 CLARIFICATION OF BIDS

The District reserves the right to obtain clarification of any point in a Bid or to obtain additional information necessary to properly evaluate a particular Bid. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the Bid.

5.0 AWARD

The award of a Contract is contingent upon approval of the Bid by the District Board of Trustees.

- 5.1 A Contract shall be mailed, faxed, e-mailed, or otherwise provided to the successful Bidder. Once the Notice to Proceed (NTP) has been fully executed by the District, a binding Contract is created and it may be amended, modified or terminated ONLY in writing, signed by each of the parties hereto. The contract term shall be mutually established by both the District and Contractor, once an award has been made. However, the District expects a substantial completion date of November 1, 2023.

- 5.1.1 This Contract shall supersede all previous communications, representations, or Contracts, either oral or written, between the parties.
- 5.1.2 The Contract should not be construed in favor of or against any party.
- 5.2 The District reserves the right to accept or reject any Bid, all Bids, or any part of any Bid, with the discretion to select the successful Bidder.
- 5.3 In the event of a default by the successful Bidder, the District reserves the right to cancel the award and reissue the IFB.

6.0 BASIS OF AWARD

Each Bidder will submit a lump sum bid using Attachment P. Bid Form for the project described herein. SMTD will award the project on the basis of a Best and Final Price and any Alternate Bids. The award of a contract based on the TOTAL COST of project shall be made ONLY to the lowest, most **RESPONSIVE** and **RESPONSIBLE** Bidder. SMTD reserves the right to accept Alternate Bids and to accept or reject any items.

7.0 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 to Contractor, 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.

8.0 METHOD OF PAYMENT

The District shall review the documentation submitted with 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 receipt of the invoice and acceptance of the required documentation.

9.0 ADVANCED PAYMENT PROHIBITED

No advance payment shall be made for the materials or work furnished by Contractor pursuant to this Contract.

PART V: DISTRICT, LOCAL, STATE AND FEDERAL CLAUSES

1.0 NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- 1.1 The District and Bidder 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 District, Bidder, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- 1.2 The Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause

shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 2.1 The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and United States Department of transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of any underlying Contract, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying Contract or the Federal Transit Administration assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Bidder 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 Bidder to the extent the Federal Government deems appropriate.
- 2.2 The Bidder 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 the Federal Transit Administration under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Bidder, to the extent the Federal Government deems appropriate.
- 2.3 The Bidder agrees to include the above two clauses in each subcontractor financed in whole or in part with Federal assistance provided by the Federal Transit Administration.
- 2.4 It is further agreed that the clauses shall not be modified, except to identify the subcontractors who will be subject to the provisions.

3.0 ACCESS TO RECORDS AND REPORTS

The following access to records requirement apply to this Contract:

- 3.1 Where the District is not a State but a local government and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C. F. R.18.36(i), the Bidder agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Bidder access to Bidder's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- 3.2 The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Bidder agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than five (5) 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 Bidder agrees to maintain same until the Bidder, the State of Illinois or its authorized representatives, the Federal Transit Administration Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. Part 18.39(i)(11).
- 3.3 The Federal Transit Administration does not require the inclusion of these requirements in subcontracts.

4.0 AUDIT AND INSPECTION OF DISTRICT RECORDS

- 4.1 *Record Retention:* The District shall maintain (and cause its Contractor to maintain), for a minimum of five (5) years after the completion of the Contract (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Contract; the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the District agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- 4.2 *General Audit and Inspection:* The District shall permit, and shall require its Bidder to permit, the Department or any other State agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the project, and to audit the books, records, and accounts of the District and its Bidders with regard to the project. The Department may also require the District to furnish at any time prior to close-out of the project, audit reports prepared according to generally accepted accounting principles. The District agrees to comply promptly with recommendations contained in the Department's final audit report.

5.0 FEDERAL CHANGES

- 5.1 The Bidder shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Contract between District and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this Contract. Bidder failure to so comply shall constitute a material breach of the Contract.

The Master Contract may be accessed at: <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-29-february-7-2022> or the printed Master Contract can be examined in the Administration building of the District, 928 South Ninth Street, Springfield, IL 62703. Call (217) 522-6087 and ask for Ms. Michelle Alexander to arrange for examination of this document.

6.0 TERMINATION FOR CONVENIENCE

The District may terminate this Contract, in whole or in part, at any time by written notice to the Bidder when it is in the District's best interest. The Bidder shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Bidder shall promptly submit its termination claim to the District for payment. If the Bidder has any property in its possession belonging to the District, the Bidder shall account for the same, and dispose of it in the manner the District directs.

7.0 TERMINATION FOR DEFAULT [CAUSE OR BREACH]

- 7.1 The District may, by written notice of default to the Bidder, terminate the whole, or any part of this Contract, if the Bidder fails to provide the item(s) or perform the services within the time specified herein or any extension thereof; or if the Bidder fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days or such longer period as the Contracting Officer, or the Contracting Officer's authorized representative, specifies.
- 7.2 This Contract may be terminated immediately in writing by the District due to non-performance, theft, vandalism or other conduct by the Bidder's personnel which is contrary to the proper securement of the District's real or intellectual property.
- 7.3 The District shall terminate by delivering to the Bidder a Notice of Termination specifying the nature of the default. The Bidder shall only be paid the Contract price for services performed in accordance with the manner or performance set forth in this Contract.
- 7.4 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the Contracting Officer, or the Contracting Officer's authorized representative may deem appropriate, services similar to those so terminated. The Bidder shall be liable to the District for any excess costs for such similar services and shall continue the performance of this Bidder to the extent not terminated under the provisions of this clause.
- 7.5 Except with respect to defaults of subcontractors, the Bidder shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Bidder. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Bidder and the subcontractor, and without the fault or negligence of either of them, the subcontractor shall not be liable for any excess

costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Bidder to meet the required delivery schedule.

- 7.6 Payment for completed services or item(s) provided to, and accepted by, the District shall be at the Contract price. The District may withhold from amounts otherwise due to the Bidder for such completed supplies such sum as the Contracting Officer, or the Contracting Officer's authorized representative, determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- 7.7 The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the terms of this purchase Contract.

8.0 CIVIL RIGHTS

The following requirements apply to the underlying Contract:

- 8.1 *Nondiscrimination:* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.
- 8.2 *Equal Employment Opportunity:* The following equal employment opportunity requirements apply to the underlying Contract:
- 8.3 *Race, Color, Creed, National Origin, Sex:* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of United States Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements the Federal Transit Administration may issue.

- 8.4 Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age.
- 8.5 *Disabilities*: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements the Federal Transit Administration may issue.

In addition, the Bidder agrees to comply with any implementing requirements the Federal Transit Administration may issue. The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration, modified only if necessary to identify the affected parties.

9.0 DISADVANTAGED BUSINESS ENTERPRISES (DBEs) OPPORTUNITY

In order to be a qualified DBE, the person, firm, or entity must be registered as part of the **Illinois Unified Certification Program** (<http://www.dot.state.il.us/ucp/ucp.html>) and listed in the IL UCP Directory, or fully meet 49 CFR Part 26 eligibility standards, at the time of bid opening. All other certifications, registrations, or inclusion in another directory, are invalid for the purposes of this contract.

(A) Policy.

(1) It is the policy of the Federal Transit Administration that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 will apply to any agreement awarded for this project. The DISTRICT's aggregate goal for minority and female participation is 13 % of all contracting opportunities.

In connection with the performance of this agreement, the Contractor shall cooperate with the DISTRICT in meeting its commitments and goals with regard to the maximum utilization of DBEs and will ensure that DBEs shall have the opportunity to participate in the performance of contracts and subcontracts for this agreement. It is important to not only identify DBEs but to explain how they will be integrated into the proposed work plan.

(B) DBE Obligation.

(1) The DISTRICT and/or its contractors agree to ensure that DBE as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the DISTRICT and/or Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The DISTRICT and/or its Contractors shall not discriminate on the basis of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or

unfavorable discharge from military service in the award and performance of FTA-assisted contracts.

It is the DISTRICT's intent to maximize the utilization of DBEs through its DBE Program. Inclusion of DBE participation shall be accounted for in the bid evaluation process. The Contractor to whom this contract is awarded shall not substitute another DBE firm for the original listed in the bid without prior written approval of the DISTRICT's DBE Officer.

(C) Discrimination Prohibited.

(1) The DISTRICT and/or its Contractors shall not discriminate on the basis of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or unfavorable discharge from military service in the award and performance of FTA-assisted contracts.

The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of FTA-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DISTRICT deems appropriate, which may include withholding monthly progress payments, assessing sanctions, liquidated damages, and disqualifying the contractor from future bidding as non-responsive, per 49 CFR Part 26.13(b).

(D) Prompt Payment.

(1) The Contract agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Contractor receives from the DISTRICT. The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DISTRICT.

(2) If the Contractor fails to pay the subcontractor within thirty (30) calendar days, then the Contractor must notify the DISTRICT and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(3) The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after thirty (30) calendar days following receipt by the Contractor of payment from the DISTRICT for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision (1) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by the Contractor to make prompt payment to the subcontractor hereinbefore provided will result in notification by the DISTRICT to the Contractor's bonding company, if applicable.

(4) Should either the Contractor or subcontractor advise the DISTRICT of a payment issue involving a DBE subcontractor, the DBE officer shall be notified so as to investigate, as appropriate.

(5) The DISTRICT shall conduct prompt payment audits that require the Contractor to submit appropriate documentation to verify compliance with this provision.

(E) DBE Participation Goal.

(1) The purpose of the DBE overall goal is to achieve a level playing field for ready, willing, and able DBEs seeking to participate in federally assisted contracts. The District's DBE goal for this federal fiscal year is set at 13%.

(2) DBE Documentation. Bidders are required to submit the following information:

- The names and addresses of DBE firms that will participate in the contract
- A copy of the DBE's Illinois Unified Certification
- A description of the work that each DBE will perform
- The dollar amount of the participation of each DBE firm participating
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal
- Written and signed confirmation from the proposed DBE that it has been approached by the Bidders to participate in the contract as provided in the prime contractor's commitment
- If the contract goal will not be met, then provide evidence of good faith efforts

(3) Good Faith Efforts. This IFB requires a good faith effort procedure pursuant to 49 CFR Part 26.53. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Compliance with good faith efforts may be considered a matter of responsiveness. Evidence of good faith efforts may include the following:

- Evidence the bidder identified and selected economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs.
- Evidence the bidder advertised in general circulation, minority trade association, or women-focus publications concerning the subcontracting or supply opportunity
- Evidence the bidder provided written notice to a reasonable number of specific DBEs, identified by the Illinois UCP Directory, for subcontracting of material supply work, in sufficient time to allow for the enterprises to participate effectively.
- Evidence the bidder followed up initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested.
- Evidence should include names, addresses, emails, and telephone numbers of DBEs who were contacted, with the dates of initial contact, description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed, and documentation of each DBE contacted but rejected and the reason for rejection.

- Evidence the Bidder negotiated in good faith with the DBE firms and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE.

10.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the United States Department of Transportation, as set forth in the Federal Transit Administration Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Federal Transit Administration mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT.

The Bidder shall not perform any act, fail to perform an act, or refuse to comply with any District requests which would cause the District to be in violation of the Federal Transit Administration terms and conditions.

11.0 ENERGY CONSERVATION

The Bidder 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. The Energy Conservation requirement extends to all third-party Bidders and their Contracts at every tier and sub-recipients and their sub-Contracts at every tier.

12.0 SUSPENSION AND DEBARMENT CERTIFICATION

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

12.2 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.

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

- 12.3.1 The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the bidder or Bidder 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 bidder or Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 12.4 Contractor s and subcontractors are also subject to a continuing duty of disclosure. Contractor s and subcontractors must provide immediate written notice to the District if it learns that person involved in a covered transaction has been excluded. The District must then provide written notice to the Federal Transit Administration.

13.0 AMERICANS WITH DISABILITIES ACT (ADA) ACCESS

The Contractor agrees to comply with all applicable requirements of the Americans with Disability Act of 1990 (ADA), as amended, 42 USC § 12101 et seq; section 504 of the Rehabilitation Act of 1973, as amended 29 USC § 794; 49 USC § 5301 (d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

14.0 DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS

(1) Minimum wages –

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

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

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

Contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

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

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

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

(2) **Withholding** - The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the

wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

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

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract.

Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

15.0 CONTRACT WORK HOURS and SAFETY STANDARDS

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

16.0 PROTEST PROCEDURES

Protests may be made by prospective Bidders 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:

- (a) Name, address, and telephone number of protestor;
- (b) Identification of contract solicitation number;
- (c) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (d) 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.

16.1 *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 and an award made in the normal manner.

16.1.1 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.

- 16.1.2 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.
- 16.1.3 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.
- 16.2 *Protest After Bid Opening/Prior to Award.* Bid protests the making of an award 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 Bidders. In addition, when a protest against the making of an award by the District Board is received and it is determined to withhold the award pending disposition of the protest, the Bidder whose bid might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the Bid. 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:
- (a) The items to be purchased are urgently required;
 - (b) Delivery or performance will be unduly delayed by failure to make award promptly; or
 - (c) Failure to make award will otherwise cause undue harm to SMTD or the federal government.

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

- 16.3 *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 Bidders' protest and make a determination. The protesting Bidder as well as all other registered Bidder will be notified by certified mail of the Managing Director's decision within five (5) working days of receipt of the protest.

- 16.4 *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.

17.0 BREACHES AND DISPUTE RESOLUTIONS

- 17.1 **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of District's Contracting Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the District Board of Trustees. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the District Board of Trustees shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 17.2 **Performance During Dispute** - Unless otherwise directed by the District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 17.3 **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 17.4 **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.
- 17.5 **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18.0 LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and

has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

19.0 BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal fund may not be obligated unless steel, iron, and manufactured products acquired for use in the construction project must be produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. FTA cautions that its Buy America regulations are complex and different from the Federal “Buy American Act” regulations in the Federal Acquisition Regulation (FAR) at 48 C.F.R. chapter 1, subchapter D, part 25, subparts 25.1 and 25.2 Recipients can obtain detailed information on FTA’s Buy America regulation at the Federal Transit Administration’s Buy America website. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the District the appropriate Buy America certification (see attachments) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

20.0 ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third-party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- 20.1 *Environmental Protection* - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended,

42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1610; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

20.2 *Air Quality* - To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

20.2.1 The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93, and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

20.2.2 In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

20.2.3 The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

- 20.3 *Use of Public Lands* - To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project, unless the federal government makes the findings required by 49 U.S.C. § 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- 20.4 *Wild and Scenic Rivers* - To the extent applicable, the Grantee and its contractors and Subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 *through* 1287., relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.
- 20.5 *Coastal Zone Management* - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- 20.6 *Wetlands* - To the extent applicable, the Grantee and its contractors and Subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.
- 20.7 *Floodplains* - To the extent applicable, the Grantee and its contractors and Subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.
- 20.8 *Endangered Species and Fisheries Conservation* - To the extent applicable, the Grantee and its contractors and Subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- 20.9 *Historic Preservation* - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f. Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, involving historic and archaeological preservation.

- 20.10 *Mitigation of Adverse Environmental Effects* - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- 20.11 *Energy Conservation* - To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with federal funds, as provided in “Requirements for Energy Assessments,” 49 CFR Part 622, Subpart C.
- 20.12 *Clean Water and Safe Drinking Water* - For all contracts and subcontracts exceeding \$150,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
- 20.13 *Environmental Justice* - To the extent applicable, the Grantee and its contractors and Subcontractors shall comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, 42 U.S.C. § 4321 note.
- 20.14 *Clean Fuels* - To the extent applicable, the Grantee and its contractors and Subcontractors, agree to comply with the requirements of 49 U.S.C. § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, “Clean Fuels Grant Program”, 49 CFR Part 624.
- 20.15 *Indian Sacred Sites* - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, “Indian Sacred Sites,” 42 U.S.C. § 1996 note.

21.0 SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

22.0 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

These requirements flow down to all contractor and subcontractor tiers.

23.0 CARGO PREFERENCE

The Contractor agrees:

- 23.1 To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 23.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- 23.3 To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24.0 VETERAN'S PREFERENCE

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25.0 INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

26.0 PROHIBITED INTEREST OF LOCAL OFFICIALS

No member, or officer, or employee of the SMTD or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

27.0 CONTRACT CHANGES

Any proposed change in this contract shall be submitted to the SMTD in writing for its prior approval. SMTD will make the change by a change order if agreed upon by both parties.

Each change order will include any change in the contract price or delivery schedule. No oral order or conduct by SMTD will constitute a change order unless confirmed in writing by SMTD.

28.0 ESCALATION

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

- Procurement for rail vehicles, where the contract price exceeds one year; and
- Procurements of metal product from a mill or manufacturer where quotations based on "price at time of shipment" have historically been used.

29.0 EQUAL EMPLOYMENT OPPORTUNITY

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

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or vendor with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled 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:

29.1. 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 the 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 such underutilization.

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

29.3. 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, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

29.4. 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 obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

29.5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

29.6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

29.7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

30.0 FINANCIAL ASSISTANCE

This contract is subject to financial assistance contracts between the SMTD, the Illinois Department of Transportation, and the United States Department of Transportation.

31.0 AUDIT AND INSPECTION OF RECORDS

The contractor shall permit the authorized representatives to the SMTD and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

32.0 ASSIGNMENT

Assignment of any portion of the work by Subcontract must be approved in advance by the SMTD.

33.0 RETENTION OF RECORDS

The contractor shall maintain records to show actual time devoted and cost incurred for a minimum of three (3) years after the completion of the contract.

34.0 OWNERSHIP OF RECORDS

The SMTD shall retain ownership of all plans, specifications, and related documents.

35.0 GOVERNMENT INSPECTION

Representatives of the State of Illinois shall have access to the site of construction, if applicable, and shall have the right to inspect all project works.

36.0 SUBCONTRACTS

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

37.0 VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor, upon request, must provide proof of Registration with the Illinois Department of Human Rights.

38.0 ILLINOIS WORKS JOB PROGRAM ACT (30 ILCS 559/20-1 ET SEQ.):

This project will comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. From the Illinois Department of Commerce and

Economic Opportunity (DCEO), a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b) may be obtained. The Illinois Works Department at DCEO can be emailed at the following address: ceo.ilworks@illinois.gov. Without a waiver or reduction, compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, is expected and quarterly reporting will be required until the project is complete. All applicable forms (OS104, OS105, and OS106) can be found at <https://idot.illinois.gov/home/resources/Forms-Folder/s> under "Secretary, Office of."

39.0 DOMESTIC PREFERENCES FOR PROCUREMENTS

In accordance with 2 CFR Part 200.322, as appropriate and to the extent consistent with the law, the District prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

40.0 PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND/OR EQUIPMENT CERTIFICATION

The Bidder certifies that "Covered telecommunication equipment or services" being proposed after August 13, 2020 will comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232. The covered telecommunications equipment and services are those provided by certain companies based in the People's Republic of China. "Covered equipment and services" are defined as: (A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (C) Telecommunications or video surveillance services provided by such entities or using such equipment. (D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

41.0 NOTICE TO FTA AND OFFICE OF U.S.DOT INSPECTOR GENERAL ON FRAUD, WASTE, AND ABUSE

The Recipient (The District) 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. 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. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to

all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

PART VI: ATTACHMENTS

Attention Bidders: The Certifications B – C, E – H, & J – P must be submitted with your bid. Attachment I must be submitted by the date listed in the Submission Schedule.

- A. Signature Page / Acknowledgement of Addenda
- B. Responsible Bidder Ordinance
- C. Prevailing Wage Ordinance
- D. Sangamon County Prevailing Wage Rates
- E. Non-Collusion Affidavit
- F. Disadvantaged Business Enterprises (DBE) Letter of Intent
- G. Disadvantaged Business Enterprises (DBE) Affidavit
- H. Disadvantaged Business Enterprises (DBE) Unavailable Certification
- I. Request for Approved Equal
- J. Certification of Power of Execution
- K. Certification Regarding Lobbying
- L. Buy America Certification
- M. Certification of Debarment and Suspension
- N. Indemnity and Insurance Requirements
- O. Prompt Payment Affidavit
- P. Bid Form

WRITTEN PROPOSAL PRELIMINARY REVIEW CHECKLIST
(TO BE USED AS A REFERENCE GUIDE.)

Solicitation: SMTD – Invitation for Bid (IFB) #2023-01

Project: Bus Storage Building Renovations

CATEGORIES	Pass	Fail
1. Bid submitted on time	<input type="checkbox"/>	<input type="checkbox"/>
2. One (1) Original and One (1) Copy of the Bid	<input type="checkbox"/>	<input type="checkbox"/>
3. REQUIRED BID CONTENT AND FORMAT	<input type="checkbox"/>	<input type="checkbox"/>
4. ATTACHMENTS		
B. Responsible Bidder Ordinance	<input type="checkbox"/>	<input type="checkbox"/>
C. Prevailing Wage Ordinance	<input type="checkbox"/>	<input type="checkbox"/>
E. Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
F. DBE Letter of Intent	<input type="checkbox"/>	<input type="checkbox"/>
G. DBE Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
H. DBE Unavailable Certification	<input type="checkbox"/>	<input type="checkbox"/>
J. Certificate of Power of Execution	<input type="checkbox"/>	<input type="checkbox"/>
K. Certificate Regarding Lobbying	<input type="checkbox"/>	<input type="checkbox"/>
L. Buy America Certification	<input type="checkbox"/>	<input type="checkbox"/>
M. Certification of Debarment and Suspension	<input type="checkbox"/>	<input type="checkbox"/>
N. Indemnity and Insurance Requirements	<input type="checkbox"/>	<input type="checkbox"/>
O. Prompt Payment Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
P. Bid Form	<input type="checkbox"/>	<input type="checkbox"/>

Reviewer_____
Date_____
2nd Reviewer_____
Date

A. SIGNATURE PAGE / ACKNOWLEDGMENT 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 Bid, represents that:

- a. The submitting Bidder/Contractor has read and understands the requirements of the IFB and agrees to comply with all local, state, and Federal rules and regulations applicable to this IFB.
- b. Failure to comply with any terms of the Invitation for Bids may disqualify the submitting Bidder/Contractor as non-responsive.

THE UNDERSIGNED certifies that this Bid 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 Invitation for Bids 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 BID FOR BUS STORAGE BUILDING RENOVATIONS.

Name of Individual / Interested Bidder

Address, City, State, Zip Code

Telephone Number

UEI Number

E-mail Address

Federal Identification Number (FEIN)

Signature of Authorized Official; If partnership, signature of one partner

Date: _____

Printed Name of Authorized Official

B. RESPONSIBLE BIDDER ORDINANCE

The Contractor shall agree to comply with the Responsible Bidder Ordinance of Sangamon Mass Transit District (District) Board of Trustees by signing and dating the following:

CERTIFICATE OF COMPLIANCE - RESPONSIBLE BIDDER ORDINANCE

WHEREAS, the District from time to time, prepares specifications, advertises, and awards BIDDERS for the construction of various projects, or 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 construction of such projects, or 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 construction of its projects, or 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 construction or services contracts are awarded to comply with such statutes as well, and it is further the obligation of the District to encourage those to whom construction or 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 Board of the said District 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 Sangamon 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 Bid 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 venturers 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. If the bidder does not have any decisions, determinations, judgments, or other findings against it as aforesaid, it shall include a statement to that effect with its Proposal.

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, shall be disqualified and its Bid rejected.
3. That the Board may reject any Bid and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:
 - A. 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 bidder has violated such a statute or regulation, and that such violation was:
 - i. found to have been part of a pattern of similar violations, or
 - ii. one of three or more similar violations committed within the two years immediately preceding the submission of the Proposal, or
 - iii. classified by an agency of the state or federal government as serious, or
 - iv. one which threatened the health or safety of the workers employed by the bidder, or
 - v. one resulting in the payment of back wages and benefits of \$10,000 or more, or
 - vi. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.
 - B. That the bidder and its employees do not actively participate in an apprenticeship and training program as aforesaid.
4. That any person, firm, corporation, or other entity seeking to submit BIDDERS for any project of, or for the provision of services to the residents of the said District as herein described, which has been disqualified or had its BIDDERS rejected by the Board pursuant to this Ordinance on three or more occasions within the two years immediately preceding the submission of the Bid which is then currently before the Board for consideration, shall be debarred from

submitting further BIDDERS for such District projects for a period of one year following the rejection of the Bid then currently being considered by the Board.

By signature below, the Bidder/Bidder , _____,
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 Bidder's Authorized Official

Print - Name and Title of Bidder's Authorized Official

Date

C. PREVAILING WAGE ORDINANCE:

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

CERTIFICATION OF COMPLIANCE - PREVAILING WAGE ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and

WHEREAS, the aforesaid Act requires that the District of the City of Springfield investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said municipality employed in performing construction of public works, for said District.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE DISTRICT.

1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public work," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Sangamon County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's July determination and apply to any and all public works construction undertaken by the District. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the District to the extent required by the aforesaid Act.

3. The District Clerk shall publicly post or keep available for inspection by any interested party in the main office of the District this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

4. The District Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers who wages will be affected by such rates.

5. The District Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

6. The District Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

D. SANGAMON COUNTY PREVAILING WAGE RATES:**Sangamon County Prevailing Wage for January 2022**

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	AII	BLD		32.73	33.98	1.5	1.5	2.0	2.0	7.25	19.13	0.00	0.90	
ASBESTOS ABT-MEC	AII	BLD		32.60	33.60	1.5	1.5	2.0	2.0	9.70	6.25	0.00	0.50	
BOILERMAKER	AII	BLD		39.75	43.25	1.5	1.5	2.0	2.0	7.07	25.26	0.00	1.06	
BRICK MASON	AII	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	
CARPENTER	AII	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	AII	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
CEMENT MASON	AII	BLD		30.00	32.00	1.5	1.5	2.0	2.0	9.85	15.21	0.00	0.61	
CEMENT MASON	AII	HWY		30.00	32.25	1.5	1.5	2.0	2.0	9.85	15.54	0.00	0.62	
CERAMIC TILE FINISHER	AII	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
ELECTRIC PWR EQMT OP	AII	ALL		49.37	58.58	1.5	1.5	2.0	2.0	8.23	13.82	0.00	0.74	
ELECTRIC PWR GRNDMAN	AII	ALL		33.54	58.58	1.5	1.5	2.0	2.0	7.76	9.40	0.00	0.51	
ELECTRIC PWR LINEMAN	AII	ALL		54.95	58.58	1.5	1.5	2.0	2.0	8.40	15.39	0.00	0.82	
ELECTRIC PWR TRK DRV	AII	ALL		35.21	58.58	1.5	1.5	2.0	2.0	7.81	9.86	0.00	0.53	
ELECTRICIAN	AII	BLD		38.41	40.91	1.5	1.5	2.0	2.0	8.02	11.85	0.00	0.70	
ELECTRONIC SYSTEM TECH	AII	BLD		34.08	37.08	1.5	1.5	2.0	2.0	7.25	11.27	0.00	0.40	
ELEVATOR CONSTRUCTOR	AII	BLD		51.01	57.39	2.0	2.0	2.0	2.0	16.02	20.21	4.08	0.65	
GLAZIER	AII	BLD		37.00	39.00	1.5	1.5	2.0	2.0	6.95	11.47	0.00	0.68	
HEAT/FROST INSULATOR	AII	BLD		40.18	41.18	1.5	1.5	2.0	2.0	11.04	13.25	0.00	0.85	
IRON WORKER	AII	BLD		33.55	35.55	1.5	1.5	2.0	2.0	10.57	16.82	0.00	0.90	
IRON WORKER	AII	HWY		34.92	36.67	1.5	1.5	2.0	2.0	10.57	18.16	0.00	0.90	
LABORER	AII	BLD		30.23	31.48	1.5	1.5	2.0	2.0	7.25	19.13	0.00	0.80	
LABORER	AII	HWY		30.67	31.42	1.5	1.5	2.0	2.0	7.25	19.62	0.00	0.80	
LATHER	AII	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINIST	AII	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	AII	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
MARBLE MASON	AII	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
MILLWRIGHT	AII	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	20.44	0.00	0.74	
MILLWRIGHT	AII	HWY		37.36	39.11	1.5	1.5	2.0	2.0	9.20	21.21	0.00	0.71	
OPERATING ENGINEER	AII	BLD	1	39.41	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	AII	BLD	2	36.88	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	AII	BLD	3	33.00	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	

OPERATING ENGINEER	All	BLD	4	41.02	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	1	46.14		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	2	41.14		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	3	33.44		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	4	47.64		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
PAINTER	All	ALL		32.23	33.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PAINTER - SIGNS	All	ALL		32.23	33.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PAINTER OVER 30 FT.	All	ALL		33.23	34.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PAINTER PWR EQMT	All	ALL		33.23	34.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PILEDRIIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
PILEDRIIVER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
PIPEFITTER	All	BLD		43.29	47.29	1.5	1.5	2.0	2.0	8.25	11.84	0.00	1.30	
PLASTERER	All	BLD		34.41	36.16	1.5	1.5	2.0	2.0	9.00	15.19	0.00	0.90	
PLUMBER	All	BLD		43.29	47.29	1.5	1.5	2.0	2.0	8.25	11.84	0.00	1.30	
ROOFER	All	BLD		32.21	35.31	1.5	1.5	2.0	2.0	10.40	11.41	0.00	0.50	
SHEETMETAL WORKER	All	BLD		37.37	41.17	1.5	1.5	2.0	2.0	9.55	16.19	0.00	0.83	1.90
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52	
STONE MASON	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	
TERRAZZO FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TERRAZZO MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TILE MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TRUCK DRIVER	All	ALL	1	39.96	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	2	40.54	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	3	40.86	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	4	41.21	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	5	42.32	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	2	32.43	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	3	32.69	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.86	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TUCKPOINTER	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	

Legend :

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

SANGAMON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; AspcO Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid

Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting

Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

E. NON-COLLUSION AFFIDAVIT

STATE OF _____) **IMPORTANT:** This affidavit
COUNTY OF _____) must be properly completed and
submitted with all BIDS

_____, being first duly sworn, deposes and says

that he/she is _____ of
Sole Proprietor, Partner, President, etc.

_____, the Bidder
Name of Company

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

Signature of Authorized Official

Printed Name of Authorized Official

Date

Federal Employer Identification Number (FEIN)

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2022.

Notary Public

NOTARY SEAL

F. DBE UTILIZATION FORM

(To be submitted with Bid)

The undersigned Bidder has satisfied the requirements of the solicitation in the following manner (please check one of the appropriate spaces):

_____ The Bidder is committed to a minimum of _____ % DBE utilization on this contract.

_____ The Bidder is unable to meet the goal of 13% but is committed to a goal of _____% DBE utilization and submits documentation demonstrating good faith efforts.

_____ The Bidder is not able to meet any DBE utilization and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder shall complete the following information for **all** DBE's participating in the contract that comprises the percentage indicated above. The Bidder shall provide the name, address, contact, and telephone number of the DBE firm.

NAME AND ADDRESS OF DBE FIRM	CONTACT NAME AND TELEPHONE	PARTICIPATION PERCENTAGE (OF TOTAL CONTRACT VALUE)	DESCRIPTION OF WORK TO BE COMPLETED BY DBE FIRM	COPY OF UCP CERTIFICATION INCLUDED WITH THIS FORM (Y OR N)

The Bidder shall include the DBE's most recent certification letter for all subcontractors.

This IFB requires a **good faith effort** procedure pursuant to 49 CFR Part 26.53. The bidder can demonstrate that it has done so either by meeting the contract goal or by documenting good faith efforts. Compliance with good faith efforts may be considered a matter of responsiveness. Evidence of good faith efforts may include the following:

- Evidence the bidder identified and selected economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs.
- Evidence the bidder advertised in general circulation, minority trade association, or women-focus publications concerning the subcontracting or supply opportunity
- Evidence the bidder provided written notice to a reasonable number of specific DBEs, identified by the Illinois UCP Directory, for subcontracting of material supply work, in sufficient time to allow for the enterprises to participate effectively.
- Evidence the bidder followed up initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested.
- Evidence should include names, addresses, emails, and telephone numbers of DBEs who were contacted, with the dates of initial contact, description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed, and documentation of each DBE contacted but rejected and the reason for rejection.
- Evidence the Bidder negotiated in good faith with the DBE firms and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE.

The Bidder shall include DBE Good Faith Effort documentation if project goals were not met.

G. GOOD FAITH EFFORT (GFE)**DBE Good Faith Effort*****(For information only – Attachment G not to be returned)***

1.The SMTD has established a nine percent (13.0%) goal for Disadvantaged Business Enterprise (DBE) participation for this contract. Therefore, a proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The proposer can meet this requirement in either of two (2) ways. First, the proposer can meet or exceed the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if the proposer doesn't meet the goal, the proposer can document its good-faith efforts to meet the goal. This means that the proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

2.The SMTD will use the good-faith efforts mechanism as required by 49 CRF part 26. It is up to the SMTD to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good-faith efforts. The SMTD will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, SMTD's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.

3.The SMTD will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good faith was made. The rule specifically prohibits the SMTD from ignoring bona fide good-faith efforts.

4.The following is a list of types of actions that the SMTD will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether a DBE is certified.
- The DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by DBEs to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A proposer using good business judgment would consider several factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, if such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals from DBEs in the Contractor's efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance, as required by the recipient or contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to aid in the recruitment and placement of DBEs.

H. DISADVANTAGED BUSINESS ENTERPRISES (DBE) UNAVAILABLE CERTIFICATION

I, _____ (Name) _____ (Title)

of _____ (Prime Bidder) certify that on _____ (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a Bid for the following work items.

DBE Organization	Work Items Sought	Form of Bid Sought (i.e., materials, materials & labor, labor only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a Bid for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to Bid on
(Name of Disadvantaged Business Enterprise)

the above identified work on _____ (Date) by _____ (Source).

The above statement is a true and accurate account of why I did not submit a Bid on this project.

(Signature of Disadvantaged Business Enterprise) (Title)

Date: _____

I. REQUEST FOR APPROVED EQUAL**Solicitation: IFB #2023-01****Project Bus Storage Building Renovations**

Complete this form for each condition, exception, reservation, or understanding (i.e., deviation) in the proposal. See Proposal Submission Schedule for the due date of all requested Proposal Deviations.

Request No.: _____ Contractor: _____

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

Complete Description of Request _____

Rationale (Pros and Cons) _____

District Response:

Date Received _____ Date of Reply _____

Approved ☐ More Information Required ☐ Approved with Conditions ☐ Clarification ☐
Denied ☐

District Decision:

**J. CERTIFICATION OF POWER OF EXECUTION
(AUTHORIZATION OF BIDDER)**

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)

_____, hereby certifies that the Company has duly
(address including city, state)

authorized by appropriate action and/or hereby does nominate, constitute, appoint and
authorize _____ with full power to act
(name of individual signing document)

_____, on behalf of _____,
(alone or in conjunction with another person) (name of company/firm)

and thereby to make, execute, seal and deliver on its behalf as Bidder and as its act and
deed any and all BIDS, contract BIDS, contracts, change orders, monthly and final payment
certificates and other like instruments.

Such BIDS, contract BIDS, 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).

Company

Printed Name of Authorized Agent

Signature

Title

Date

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 State of _____

My commission expires _____

NOTARY SEAL

K. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

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

- (1) 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.
- (2) 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.)]
- (3) 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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 Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

L. BUY AMERICA CERTIFICATE OF COMPLIANCE

Solicitation: Sangamon Mass Transit District – Invitation for Bidders #2023-01

Project: Bus Storage Building Renovations

INSTRUCTIONS: Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (**NOT BOTH**). This Certification **MUST BE** submitted with the Bidder's bid response.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Bidder or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Printed Name of Authorized Official

Signature of Authorized Official

Title of Authorized Official

Name of Bidding Firm

Date

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Printed Name of Authorized Official

Signature of Authorized Official

Title of Authorized Official

Name of Bidding Firm

M. CERTIFICATION DEBARMENT, SUSPENSION, OTHER INELIGIBILITY & VOLUNTARY
EXCLUSION

Solicitation: Sangamon Mass Transit District – Invitation for Bidders #2023-01

Project: Bus Storage Building Renovations

NOTE: This form shall be completed **IF AND ONLY IF** the total value of the Bid for the maximum proposed contract period of performance, including any option years, is **EQUAL TO, OR GREATER THAN, \$25,000.00**.

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 to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

THE CONTRACTOR / SUBCONTRACTOR 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 and Title of Authorized Official

Date

Federal Employer Identification Number (FEIN)

Unique Entity Identifier (UEI) Number

N. INDEMNITY AND INSURANCE REQUIREMENTS

These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Springfield Mass Transit District (SMTD). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by SMTD.

You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to SMTD and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds more than the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to SMTD.

Contractor shall furnish the SMTD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SMTD before work begins. SMTD reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend SMTD, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon, use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of SMTD by or involving SMTD, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials, equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against SMTD for SMTD's own negligence or fault.

INSURANCE

All insurance required except for worker's compensation shall be endorsed to add Springfield Mass Transit District, its officials, Board members, employees, agents and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days written notice of cancellation.

I have read and understand the above requirements and agree to be bound by them for any work performed for the SMTD.

Authorized Signature: _____ Date: _____

Printed Name: _____

O. PROMPT PAYMENT AFFIDAVIT
(Complete either (A) or (B), as applicable)

The undersigned affirms, to the best of his/her knowledge and belief, that:

The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from SMTD for that work.

The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after the SMTD has released retainage to the Contractor for that portion of the work.

The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by SMTD's authorized representative.

The undersigned understands and agrees that the SMTD will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the SMTD the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

(A) The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

Signature _____ Company Name _____

Official's Name and Title _____ Date _____

(B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

Signature _____ Company Name _____

Official's Name and Title _____ Date _____

P. BID FORM

Bids Due: Nov 22, 2022, 10:00AM

Bid Opening: Springfield Mass Transit System- Bus Storage Building Renovations IFB #2023-01, 928 S. 9th St, Springfield, IL 62703

Delivery: (1) hard copy of BID FORM and **all required attachments** in sealed envelope to Springfield Mass Transit District Office (Mailed or Hand Delivered).

Instructions: Sealed envelope shall have the name of the project, name of company, and IFB #2023-01 solicitation number on outside of envelope.

Deliver/Mail Address: Springfield Mass Transit District

Attn: Michelle Alexander

928 S. 9th St.

Springfield, IL 62703

Contractor Information: Name of Company: _____

License No.: _____

UEI #: _____

Point of Contact: _____

Phone Number: _____

Address: _____

OFFER

Having examined the Scope of Work and all matters referred to in the Invitation to Bid and the Contract Documents prepared by Crawford, Murphy, and Tilly, for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the

Sum of \$ _____ dollars,

In lawful money of the United States of America.

We have included the security Bid Bond as required by the Invitation to Bid #2023-01.

All applicable federal taxes are excluded, and State of Illinois and City of Springfield taxes are excluded from the Bid Sum.

1. The Undersigned, having received and examined the bidding documents titled, "SMTD IFB #2023-01 Bus Storage Building Renovations" and having visited the site and examined the conditions affecting the Work, we hereby propose and agree to furnish all labor, materials, equipment, appliances, and services, and to perform operations necessary to complete the Work as required by said contract documents, for the Work identified below.

2. Pursuant to notices given, the undersigned offers to furnish labor, equipment, and materials necessary to complete the construction work in accordance with the contract documents prepared by Crawford, Murphy, and Tilly.
3. Alternatives:
 - A. Alternative #1: Paint Booth.
 1. All work required to install, power, and operate equipment as specified in Specification Section 41 34 23 Spray Painting Booth.

_____ DOLLARS (\$ _____)
 - B. Alternative #1: Solar Panels
 2. All work shown on Sheets ES-101 through ES-108 and Specification Section 23 31 00- Solar Photovoltaic System.

_____ DOLLARS (\$ _____)
4. The Undersigned agrees to furnish a listing of major subcontractors and manufacturers with their Bid. After submission of this list by the Bidder, and the after approval by the District, Construction Manager, and Engineer, it shall not be changed unless written approval of changes is authorized by the District, Construction Manager, and Engineer.
5. FINAL COMPLETION OF WORK: If the Undersigned receives written notification of acceptance of this proposal within ninety (90) days after the Bid Opening Date, the Undersigned agrees to execute a Contract for the Work described herein and establish a mutually agreed upon project completion timeline during a pre-construction meeting with the District.
6. The surety company writing the bonds shall be subject to approval by the Construction Manager. If the Construction Manager does not approve the surety company, for good and sufficient reason, then the Subcontractor shall furnish bonds with another surety company acceptable to the Construction Manager.
7. The Undersigned understands and agrees to comply with and be bound by the IFB issued for this Work.
8. The Undersigned acknowledges the following:
 - a. Receipt of complete set of documents and understands the meaning of their content and shall willingly comply with the guidelines set forth in those documents.
 - b. Receipt of Addenda numbers: _____.
 - c. Costs and Premiums for Payment and Performance bond insurance, all permits, and fees are included in the bid amount.

- d. Bid shall remain in force for a period of ninety (90) consecutive calendar days from the due date, and Bids may be accepted or rejected during this period. Bids not accepted within said ninety (90) consecutive calendar days shall be deemed rejected.
- e. Complete scope of work for the Work category submitting bid for, including all labor, materials, equipment, etc. required to perform the work as such.
- f. Special provision as set forth in the scopes are included in the scope of work of the Bid.
- g. Coordination between your work and the work of other contractors, including review of other contractor's Work Scopes, Drawings and Specifications.

IDENTIFICATION OF BIDDER AND SIGNATURE:

Name: _____

Signature (must be an Authorizing Signature): _____

Business Address: _____

Phone Number: _____

President: _____

Vice President: _____

SEAL: