



SANGAMON MASS TRANSIT DISTRICT

928 South Ninth Street ▪ Springfield, IL ▪ 62703-2497

RFP - REQUEST FOR PROPOSALS

Transit Advertising
RFP #2023-02

CLOSING DATE: May 18, 2023

INTERESTED PROPOSERS REGISTRATION FORM

REQUEST FOR PROPOSALS / RFP #2023-02

Date: April 6, 2023

To: POTENTIAL PROPOSER

Subject: Transit Advertising

To Whom It May Concern:

Find the Request for Proposals (RFP) attached. Once you receive this RFP, please **NOTIFY** Ms. Erin Appenzeller at 928 South Ninth Street, Springfield, IL 62703-2497, E-mail: purchasing@smttd.org, as soon as possible with your complete contact information.

Notification to the District is requested to ensure that every Interested Proposer receives updates, amendments, interpretations, and/or addenda issued for this RFP. 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

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LEGAL NOTICE
REQUEST FOR PROPOSALS RFP 2023-02
Transit Advertising

The Springfield Mass Transit District (DISTRICT) dba as Sangamon Mass Transit District is requesting proposals from qualified individuals, firms, or teams to provide the District with Transit Advertising Services. The scope of work is outlined in the Request for Proposal (RFP).

Proposals and all required attachments will be received in the District office at 928 South Ninth Street, Springfield, Illinois 62703-2497 in SEALED envelopes marked " RFP 2023-02 Transit Advertising, Attn. Ms. Erin Appenzeller," **NO LATER THAN 2:00 PM CENTRAL TIME, May 18, 2023**. The RFP documents may be obtained from the District on or after April 6, 2023 by downloading the RFP from the District website (www.smttd.org). Interested firms may contact Erin Appenzeller at purchasing@smttd.org for an electronic copy of the RFP.

Any contract resulting from these proposals 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 Illinois Department of Transportation, the United States Department of Transportation, and the Federal Transit Administration (FTA).

The District reserves the right to accept any proposal or any part or parts of any and all proposals. Acceptance of any proposal 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 proposals and to waive irregularities therein, and all submitting Proposers must agree that such rejection shall be without liability on the part of the District, the Illinois Department of Transportation or the Federal Transit Administration for any penalty brought by a Proposer because of such rejections, nor shall the submitting Proposer seek any recourse of any kind against the District, the Illinois Department of Transportation or the Federal Transit Administration because of such rejections, and the filing of any proposal in response to this solicitation shall constitute an agreement of the submitting Proposal to these conditions.

END OF LEGAL NOTICE

SCHEDULE FOR SUBMISSION OF PROPOSALS
FOR
TRANSIT ADVERTISING

<u>DATE</u>	<u>DESCRIPTION</u>
April 6, 2023	1. ISSUE LEGAL NOTICE / INVITATION FOR PROPOSALS.
April 20, 2023	2. PRE-PROPOSAL MEETING is <u>NOT</u> mandatory and will be held at 11:00 a.m. at the District Office at 928 S. 9 TH St. Springfield IL 62703
April 27, 2023	3. LAST DAY FOR PROPOSERS TO SUBMIT WRITTEN QUESTIONS, AND/OR REQUEST DEVIATIONS AND / OR CLARIFICATIONS, (all questions and/or requests for clarification, may be submitted ONLY in writing).
May 4, 2023	4. ANSWERS TO WRITTEN QUESTIONS POSTED.
May 18, 2023	5. PROPOSALS ARE DUE NO LATER THAN 2:00 P.M. CENTRAL TIME.
June 1 - June 12, 2023	6. SMTD may scheduled interviews for proposals in the competitive range.
June 26, 2023	7. AWARD. Recommendation to SMTD Board Meeting.

PART I: GENERAL INFORMATION**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.

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

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

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

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

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

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

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

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

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

DEPARTMENT: Illinois Department of Transportation; IDOT.

DISTRICT/SMTD: Springfield Mass Transit District dba Sangamon Mass Transit District.

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

RESPONSIVE: Responsive means that the Proposer has complied in every way with all requirements of the RFP. A Responsive determination does not allow for discussion with

Proposer. When the Proposal is received, it is either responsive or non-responsive based upon its own merits.

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

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

2.0 ISSUING OFFICE AND SUBMITTAL INFORMATION

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

2.1 SUBMITTAL / CONTACT INFORMATION

Springfield Mass Transit District
Attention: Ms. Erin Appenzeller
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 Ms. Erin Appenzeller at the above Contact Information. 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 Proposal Submission Schedule. The response to these questions and/or clarifications will be sent to ALL interested Proposers no later than the due date shown on the Proposal Submission Schedule. The District shall provide any new information to be issued (addenda/amendments to the RFP) in writing.

PART II: SCOPE OF WORK

The proposal package is the Proposer's opportunity to demonstrate how its firm will best meet the needs of the District, both in the service provided and the cost to provide the service.

The District shall make available to the Proposer advertising space. The Proposer shall have exclusive advertising rights to: Revenue Vehicles, Digital Signage and Kiosks at the SSCTC (Springfield Sangamon County Transfer Center), some Bus Shelters, and other potential transit locations as they become available. The exclusive right will be subject to the terms and conditions set forth in the RFP, which will serve as the contract for this project.

The District provides fixed-route bus transportation throughout the Greater Springfield area Monday through Saturday. Daytime service is provided on seventeen (17) routes Monday through Saturday. Six (6) routes operate night service Monday through Friday. The District also operates a paratransit service for persons with disabilities who are unable to use fixed-route buses through the Access Springfield System. The days and hours of the paratransit service are the same as those for the fixed-route service.

As of the issue date of this solicitation, The District's fixed-route service has five (5) 30-foot and fifty-one (51) 35-foot Transit Buses, as well as two (2) 21-Foot and twenty-three (23) 23-Foot Paratransit Buses in its revenue generating fleet which are included and available for the purpose of advertising. The District plans to replace all of the 30-foot buses with 35-foot buses in the near future. The SSCTC is currently under construction and is anticipated to have twelve (12) indoor and thirty-two (32) outdoor digital display boards as well as two (2) self-service kiosks which are included and available for the purpose of advertising. The District has 36 bus shelters, not currently used for advertising, located along 17 routes. The District would like the Proposer to include potential advertising opportunities for the District's shelters.

Services requested under this RFP includes the following:

- A.** Sale, Installation and maintenance of advertising space on the inside and outside of the District's revenue vehicles (Fixed Route and Paratransit).
- B.** Sale, Installation, and maintenance of advertising at the SSCTC.
- C.** Sale, Installation and maintenance of advertising on the District's Bus Shelters.
- D.** Overall administration and management of all sold advertising/advertisement.
- E.** Customer relations with advertisers.
- F.** Preparation and financial reporting of advertising sales revenue for the District.
- G.** Removal of advertisement from our revenue fleet whenever warranted.

1.0 REQUIREMENTS:

For the duration of the contract, the selected vendor shall have exclusive rights to sell and place approved advertisements on all of the District's revenue vehicles (Fixed-Route and Paratransit) at the SSCTC Transfer center and on bus shelters. This exclusive right will be subject to the terms and condition set forth either on this Request for Proposal or an executed contract with the advertising vendor.

The District reserves the right to use any unused/unsold advertising space during the contract term for displaying information beneficial to The District at the sole responsibility of the District.

Spaces available to the vendor for sale of advertising may change during the contract period for the following reasons, including but not limited to; new vehicle purchase/acquisition, service, facility or equipment expansion/contraction, retirement of vehicles past their useful life, new bus configuration that may allow more/less advertising space.

It is the District's expectation that the selected vendor will make every effort to maximize the sale of advertising spaces. The District fully anticipates the selected vendor to employ experienced sales force with enough capacity and capability to acquire both local and national advertising for our advertising space.

The selected vendor may use the District's maintenance facility to apply advertising materials provided such efforts does not interfere with daily maintenance and/or operation of regular service.

The District expects the contractor to comply with generally accepted industry practices with respect to good taste and all applicable rules and regulations governing advertising, including but not limited to, truth in advertising, copyrights, and trademarks etc. Additionally, the District expects that only advertising that comports with community standards will be acceptable, and that the vendor will be required to remove within twenty-four (24) hours, any inappropriate, unapproved, defaced, or damaged advertising.

Although specifically not required for smaller advertisement, the vendor shall make every effort to incorporate the District's signs and logo to any advertising requiring wrapping the entire bus or shelter. Information that may be incorporated includes the District's logo and Bus number, predicated on those times the bus wrap design may cause the District logo and bus number to be covered.

The District will not allow any route specific advertisements on our revenue fleet. Route specific advertising are those advertisements that will require the agency to run a particular bus on specific routes or area due to the advertisement.

The selected contractor will remove all dated advertising within five (5) calendar days of expiration. Note that dated advertising refers to advertising and materials with specific dates and/or expiration times contained in the advertising, or events that may have been completed.

Vendor shall acknowledge full liability and responsibility for any claim for damages resulting from or out of the services performed under this contract or any associated solicitations. Vendor shall acknowledge responsibility for any fees and/or repair of damages to the District's buses or shelters due to installation and removal of advertising materials.

Any vehicles scheduled for advertising material application shall not be removed from revenue service for longer than one (1) day, unless otherwise agreed to by both the District and the vendor.

Vendor acknowledges that all advertising contracts or sales of advertising entered between the contractor and all advertisers include a contractual provision allowing for immediate termination and removal of the advertising purchased pursuant to such contract or sale without consequences to the District, if such advertising agreement, display, or sale is determined by the District, and at its own discretion to,

- A.** Violate any applicable federal, state, or local laws, ordinances, rules, or regulations.
- B.** Requires the District to reimburse any federal, or state agency for any grant funds received.
- C.** Or otherwise jeopardizes or threatens the District's ability to receive continued federal funding.

2.0 ADVERTISING SPECIFICATIONS:

Advertising will be permitted on the interior and all exterior sides of the District's revenue fleet, at the SSCTC, on the District's bus shelters and other potential space that may become available..

The District will require that all materials used for placement and/or installation of bus and shelter advertisement be of a material type that could be removed without harming the bus paint

job or wraps currently used on our revenue fleet. As much as possible, advertising materials shall be free of kinks, air bubbles, wrinkles and shall present very sharp and clear images.

The vendor acknowledges that all advertisement materials placed on our revenue vehicles and shelters will not impede bus operators' vision and line of sight, and in cases of bus shelter advertising, shall not block the view of any approaching revenue vehicles. In essence, The District's riders, regardless of advertising shall be able to see the District's revenue buses approaching a shelter.

The District will not allow for layering of vinyl advertisement materials. Upon expiration and if a particular space is resold, then the old advertising panel or vinyl must be removed prior to applying any new advertising materials. (We stipulate 5 days in an early section.)

It is the District's expectation that the vendor restores all advertising surfaces to its original look or the appearance prior to applying advertising on the surface. Any damages to bus wraps or body due to advertising material must be repaired by the vendor within five days following notification, unless otherwise agreed to by both parties. Failure to make timely repairs to damages may result in the District making such repairs to facilitate meeting service requirements; however, the District reserves the right to bill the full amount of the repair.

3.0 GUARANTEED MINIMUMS

The Proposer will provide a monthly guaranteed minimum by dollar amount and percentage of total monthly sales. The Proposer will pay the District the higher of the two rates. The selected Proposer will pay the District monthly, unless alternative payment terms are mutually agreed to in writing.

4.0 REPORTS

The Proposer shall provide a monthly update report to the District's Managing Director and Marketing Specialist that includes:

- The name of all new clients advertising with the District,
- The date each advertising contract will begin,
- The date each advertising contract will end,
- The total dollar amount of contract,

The Proposer shall provide a monthly revenue report to the District's Accountant accompanying each payment that includes:

- The name of each client that the District is receiving revenues for,
- The date each advertising contract will end,
- The total dollar amount of each contract,
- The District portion of revenues from each contract, and
- The total amount of revenues for all contract for that month.

PART III: PROPOSAL SUBMISSION INSTRUCTIONS

The Proposer is to submit:

- One (1) original;
- Four (4) hard copies;
- One (1) USB;
- One (1) Price Proposal in a separate sealed envelope

Original and required copies, complete with all signed affidavits and certifications, will be bound together. The package containing the proposal must be clearly marked with the words, "Proposal for Transit Advertising RFP #2023-02 at the time and date that the proposals are due. The District will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The proposal, submitted to the previously mentioned address, shall be clearly marked as follows:

Transit Advertising
REQUEST FOR PROPOSALS #2023-02
Attention: Ms. Erin Appenzeller

The District shall NOT be responsible for unintentional, premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP. All proposals are due **NO LATER THAN 2:00 PM CENTRAL TIME, May 18, 2023**. It is each Proposer's responsibility to ascertain that the District has received its proposal by the specified deadline.

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

1.0 PROPOSAL FORMAT

Proposals shall be prepared in a clear, concise, and economical manner. One copy of marketing brochures or other promotional material may be included but these materials may not be substituted for the requested information. The Proposer shall refrain from submitting excessive marketing materials. Proposal sections shall be **clearly labeled or tabbed** to coincide with the sections of the RFP and pages should be numbered in each section.

2.0 REQUIRED PROPOSAL CONTENT

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Each Exhibit listed below shall be clearly identified within the proposal. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read or are deemed ineligible by the District may be rejected. Proposers should adhere to the following format when submitting a proposal:

2.1 Proposers should adhere to the following format when submitting a proposal:

- 2.1.1 Cover letter addressed to:
Steve Schoeffel
Managing Director

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

The letter shall identify the firm or firms and the individuals by name, title, address, telephone and email address that will represent the Proposer in negotiating with the District. The letter should clearly denote the primary point of contact.

2.2 Exhibit A – Statement of Understanding and Team

2.2.1 *Statement of Understanding* - The proposal should include a written explanation of the Proposer's understanding of the services and support that is being requested by the RFP. If the Prime Contractor will subcontract any portion of the project, then a statement of each of the subcontractors' qualifications shall also be included. Clearly describe the work each subcontractor will perform along with the percentage of the total work their role represents. Subcontractors are subject to the District's approval.

2.2.2 *Project Manager* - The proposal should clearly denote the qualifications of the project manager and any additional project leads, including those representing the subcontractors that may be assigned to the District's contract. Provide a plan for staffing the work. Be prepared to submit resumes of key personnel including management that will supervise this project, if requested. Include professional licenses, certifications, degrees, and work experience of the person or persons assigned. For each person assigned to the District's contract, include their estimated time commitment to the project.

2.3 Exhibit B – Fiscal Responsibility

2.3.1 Proposer is required to submit a letter of financial standing from the proposer's auditing firm, or bank to demonstrate the firm's fiscal responsibility. The District reserves the right to request additional information to help determine the firm's fiscal responsibility.

2.4 Exhibit C - Previous and Current Contracts

2.4.1 The proposal shall include a brief description of relevant project experience for this type of service included in the response. Three (3) reference letters to include contact information, names, email and phone numbers of clients you have contracted with in the past.

2.5 Exhibit D - Methodology

2.5.1 Describe in succinct detail the process the Proposer will use to address all the requirements detailed in Part II: Scope of Work. The Proposers shall demonstrate how it will carry out the specific requirements and include any enhancements that are not reflected in the specifications.

2.5.2 The District recognizes that this information may be proprietary. Proposers are asked to mark **ONLY** the information that is proprietary as such.

2.6 Exhibit E – Technical Proposal

2.6.1 The technical proposal shall be specific, complete and demonstrate a thorough understanding of the requirement of the project. Proposers are encouraged to submit proposals that are legible, clear and complete.

2.6.2 The proposal should respond to all scope of work, functional and technical specifications.

2.6 Exhibit F – Project Schedule

2.7.1 Proposers shall submit a detailed schedule, based on a tentative award date of **June 26, 2023, with contract start date of September 1, 2023.**

2.8 Exhibit G – Additional Information and Comments

2.8.1 The proposal should include additional information that the Proposer believes is pertinent to the work that has not been requested under previous sections.

3.0 PRICE PROPOSAL

The price proposal must be submitted in a **separate, sealed envelope clearly marked as “Price Proposal”** and included with the proposal on the Price Form (see attachments).

The price to be quoted in this proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of the District. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified. Price proposal's shall include all freight charges, FOB to the designated delivery points.

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

4.0 CONFIDENTIALITY

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

5.0 DISCLOSURE OF PROPOSALS

5.1 While the RFP allows Proposers to mark protected and/or proprietary information as confidential, all proposals submitted are subject to both state and federal Freedom of Information Acts.

5.2 Proposers shall be diligent in making confidential only those portions of their proposals that they believe are not required to be disclosed under the requirements of the Freedom of Information Acts, both state and federal.

5.3 The District may deny the public access to such records or applicable portions that are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed, would cause substantial injury to the competitive position of the subject

enterprise; are specifically exempted from disclosure by state or federal statute; or are otherwise excepted from disclosure under the Act(s).

The District however, is obligated to disclose information consistent with the requirements of said Act(s), notwithstanding any such markings made by Proposers, and it shall comply with both state and federal statutes, as promulgated and amended, and cannot, therefore, protect proprietary information that is subject to these Act(s).

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

6.0 COST OF PROPOSALS

The District is not liable for any costs Proposers incur preparing, presenting, testing, or negotiating proposals submitted in response to this solicitation.

7.0 PROPOSAL POSTPONEMENT AND AMENDMENT

- 7.1 The District reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed on the District's website and will be furnished to the Proposer's email address submitted on the Interested Proposer's form. If the revisions or addenda require changes in requested information or the format for proposal submission, then the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the District's opinion, shall enable Proposers adequate time to revise their proposals.

- 7.2 Addenda and/or amendments to the RFP, after receipt of the proposals, shall be offered only to those Proposers who qualify by having submitted proposals by the date and time required for proposal submittal.

8.0 REJECTION OF PROPOSALS (BIDS)

The right is reserved to accept any proposal, or any part thereof or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Illinois Department of Transportation and the US Department of Transportation.

9.0 SINGLE PROPOSAL RESPONSE

- 9.1 Upon receiving a single proposal, 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 proposal.

If the competition can be determined to be adequate, then FTA's competition requirements will be fulfilled, and the contract will qualify as valid.

- 9.2 If only one (1) valid proposal is received in response to this RFP, **a detailed cost analysis will be required from the single Proposer**. The District will perform a cost

analysis evaluation and/or an audit of the proposed pricing to determine if the price is fair and reasonable.

10.0 PROPOSAL MISTAKES OR WITHDRAWAL

10.1 An interested Proposer who seeks to rescind its proposal or correct an error in its proposal may do so prior to proposal opening.

10.2 After the proposals are opened, the proposals may not be withdrawn for 90 calendar days.

11.0 ADDENDA, REQUESTS FOR CLARIFICATION AND PROPOSAL DEVIATIONS

Requests for interpretations, clarifications, and/or proposal 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.

12.0 RESPONSIBLE PROPOSERS

In order to qualify as a responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the District's satisfaction that it has the integrity, skill, and experience to faithfully perform the Agreement's conditions and that it has the necessary facilities and financial resources to perform the services in a satisfactory manner and within the time specified.

12.1 The Proposer is expected to refrain from knowingly undertaking collaboration or representation that will create a conflict with the District and to inform the Grants and Procurement Manager promptly of any conflict that develops or it becomes aware of during the course of its work with the District.

12.2 The Proposer agrees to provide the District with additional information, or to clarify or supplement information already furnished, including, but not limited to, information relating to its past performance, its plan for performing the requirements of the Agreement, investigations, indictments, convictions, the Proposer's safety practices, and records.

12.3 To be considered skilled and experienced, the Proposer 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 RFP.

12.4 The Proposer shall also be required to secure any necessary insurance policies or necessary licenses, permits, or certificates, required by any legislative or regulatory body with jurisdiction of the subject matter and may be required to furnish evidence of same.

12.5 The Proposer shall maintain a system of written internal controls. The controls shall be designed to prevent loss of District property, both real and intellectual property due to theft, fraud, error, misrepresentation, or imprudent actions.

At a minimum, the security controls shall address the following:

12.5.1 Control against collusion,

12.5.2 Custodial safekeeping of District information, and

12.5.3 Clear delegation of authority to subordinate staff members.

PART IV: EVALUATION AND SELECTION

1.0 PRELIMINARY

1.1 A preliminary review is the initial step in the proposal review process and the purpose is to gauge the Proposer's responsiveness. The proposals will be preliminarily evaluated according to the following criteria:

- 1.1.1 The completeness of the proposal,
- 1.1.2 The Proposer has submitted proposal on or before the required due date and time, and
- 1.1.3 The required forms, certifications, and deliverables have been submitted.

2.0 EVALUATION CRITERIA

This is a best value procurement where the District reserves the right to select the most advantageous offer by evaluating and comparing all factors listed in the evaluation criteria below. The District will appoint an evaluation committee consisting of District employees.

The committee will evaluate proposals based upon the following criteria (not listed in any particular order):

- The proposal's responsiveness (pass / fail),
- Statement of Understanding and Team, (Exhibits A) - The firm and Project Managers have adequately demonstrated that they have the experience, technical capability, professional competence, and qualifications to complete the project.
- Fiscal responsibility (Exhibit B) – The firm has adequately demonstrated that they have the fiscal responsibility to complete the project.
- Previous and Current Contracts (Exhibit C) – The firm has proven record of past performance, has completed similar projects within the past five years.
- Methodology (Exhibit D) – The firm has adequately demonstrated an understanding of the requirements of the project and has described in succinct detail the process that will be used to address requirements delineated in the technical specifications.
- Technical Proposal (Exhibit E) – The firm has demonstrated a record of past project scheduling adherence and general overall completion of on-time projects.
- Project Schedule (Exhibit F) – The firm has provided a complete project plan.
- Additional Information (Exhibit G) – Optional

2.1 The District has **not** established a Disadvantaged Business Enterprise participation goal for this project.

2.2 The committee members will individually review and score each submitted written proposal. The Proposer must demonstrate to the District's satisfaction that it is in all respects a responsible party, i.e., that it has the integrity, skill, and experience to faithfully

deliver the desired services, the necessary facilities and the financial resources to perform the proposed services. Written proposals can earn a total of 55 points.

- 2.3 Based upon the initial evaluation, the District will select a short list of firms. The selected firms may be invited for in person interviews. Each firm will be allowed 20 minutes for presentations and up to 40 minutes to answer questions from evaluation committee members for a total one-hour time limit. The presentations should be pertinent to the technical specifications and the Proposer's qualifications. Proposers can earn an additional 25 points for the interview/oral presentation.

2.3.1 Members of the evaluation committee will individually review and score each presentation/interview. The scores for the proposal and the interviews assigned by each committee member will be averaged to obtain the Proposer's final score.

- 2.4 The price associated with the proposed services will be evaluated. While price will not be the sole determining factor, Proposers are encouraged to submit their best price. Proposers can earn up to 20 points for the proposed price for the services. The District will utilize price normalization to determine points.

The price normalization process is as follows:

The highest priced proposal will serve as the base number and will be divided by the submitted proposal price of each Proposer; 20, the maximum number of points, which will equate to the normalized score, will multiply this number. This process will be completed for each submitted proposal, including the highest proposal, which was used as the base number.

Example: 20,000 (submitted proposal) / 22,000 (Highest proposal) X 20 = 18.18 points

- 2.5 The award of an agreement shall be made only to the responsible and responsive Proposer whose proposal best meets the District's needs. At any time during any step, the District, on advice from the committee, may elect to reject all proposals, rewrite the scope, and seek new proposals from all Proposers.
- 2.6 The Evaluation Committee's professional judgment is necessary and shall be deemed as final for the purpose of making an award recommendation to the District's Board of Trustees. The RFP represents, in writing to all proposers, the most comprehensive and definitive statement that the District is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of the contract services.
- 2.7 Any information or understandings, verbal or written, which are not contained either in the RFP, or in subsequent written addenda to the RFP, will not be considered in evaluating proposals.

3.0 NON-CONTACT

No communication seeking to, in any way, influence the outcome of the procurement process is allowed between submitting Proposers and the District, District staff, or the Board of Trustees.

Failure to comply with this policy will result in the immediate proposal disqualification of the offending Proposer. All communication regarding the RFP shall be directed to Ms. Erin Appenzeller, Grant and Procurement Manager, in writing to purchasing@smttd.org or at the previously mentioned address.

4.0 CLARIFICATION OF PROPOSALS

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

5.0 SELECTION

When a tentative decision is reached, it will be submitted to the District Board of Trustees for consideration. The District Board of Trustees will make the final decision for the contract award.

State Concurrence may also be required from IDOT prior to award of an agreement.

6.0 AWARD OF CONTRACT AND CONTRACT TERM

As well as concurrence from IDOT, a contract is contingent upon the District Board of Trustees' approval of the proposal. The subsequent contract resulting from approval shall be issued by signing of the "Offer/Acceptance" Form herein attached, hereinafter known as the "AGREEMENT."

6.1 A NOTICE TO PROCEED and/or contract shall be mailed, faxed, e-mailed, or otherwise provided to the successful Proposer. Once the District has fully executed the Notice to Proceed and/or contract, a binding contract is created and it may be amended, modified, or terminated ONLY in writing, signed by each of the parties hereto.

6.1.1 The AGREEMENT shall incorporate the final negotiated terms and conditions made between the District and the Proposer.

6.1.2 Conditional Proposals will **NOT** be accepted. The AGREEMENT, and all referenced inclusions, shall constitute the parties' entire understanding and agreement, and there shall be no representations, promises, terms, conditions, obligations, warranties, or undertakings made other than as set forth in the AGREEMENT and its inclusions. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

6.1.3 The contract should not be construed in favor of or against any party.

6.2 The District reserves the right to accept or reject any proposal, all proposals, or any part of any proposal, with the discretion to select the successful Proposer.

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

6.4 The Contract Term shall be a three-year period, with two (2) one-year options, from date of award. The original contract price shall be in place for the first three-year period. Price increases can be negotiated for the two, one-year options. All other terms and conditions

of the original contract shall apply for the full term of the contract, unless modify in writing.

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 Proposer, 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 Proposer shall submit payments no less than every 30 days for services rendered. Documentation shall be itemized clearly and concisely and reflect only those charges agreed to under the contract.

All payments and invoices for supplies and materials shall be submitted to:

SMTD

ATTN: Accounts Payable

928 S. 9th St

Springfield, IL 62703

finance@smt.org

9.0 ADVANCE PAYMENT PROHIBITED

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

PART V: DISTRICT, LOCAL, STATE AND FEDERAL CLAUSES

1.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from federal and state law imposing inconsistent requirements, the District agrees and shall require all of its contractors for this Project to agree that they shall not use any federal or state funds to support procurement using exclusionary or discriminatory specifications and that they will comply with 49 U.S.C. § 5323(h).

2.0 GEOGRAPHIC RESTRICTIONS

The District and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and the FTA.

3.0 BRIBERY

Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of such grantee or third party contractor committed bribery or attempted bribery on the firm's behalf and pursuant to the direction or authorization of a responsible official of the grantee. Such grantees and third-party contractors further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code.

4.0 SUSPENSION AND DEBARMENT CERTIFICATION

- 4.1 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 contractors, its principals, as defined at 49 CFR 29.995 or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- 4.2 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 into.
- 4.3 By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows:
- 4.3.1 The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Proposer or proposer knowingly rendered an erroneous certification in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 4.4 Contractors and Subcontractors are also subject to a continuing duty of disclosure. Contractors and Subcontractors must provide immediate written notice to the District if it learns that any person involved in a covered transaction has been excluded. The District must then provide written notice to the Federal Transit Administration.

5.0 TERMINATION FOR CONVENIENCE

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

6.0 TERMINATION FOR DEFAULT [CAUSE OR BREACH]

- 6.1 The District may, by written notice of default to the Contractor, terminate the whole, or any part of this Agreement, if the Contractor fails to provide the item(s) or perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement 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.

- 6.2 This Agreement may be terminated immediately in writing by the District due to non-performance, theft, vandalism or other conduct by the Contractor's personnel which is contrary to the proper securement of the District's real or intellectual property.
- 6.3 The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.
The Contractor shall only be paid the Agreement price for services performed in accordance with the manner or performance set forth in this Agreement.
- 6.4 If the Agreement 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 Contractor shall be liable to the District for any excess costs for such similar services and shall continue the performance of this Contractor to the extent not terminated under the provisions of this clause.
- 6.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. 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 Contractor 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 Contractor to meet the required delivery schedule.
- 6.6 Payment for completed services or item(s) provided to, and accepted by, the District shall be at the Agreement price. The District may withhold from amounts otherwise due the Contractor 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.
- 6.7 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 agreement.

7.0 INSURANCE REQUIREMENTS

- 7.1 The selected Proposer shall, at all times during the project, maintain and provide Certificate of Insurance naming the District as additional insured for all required insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the District. Proposer shall carry general liability insurance to cover its liability to third parties for personal injury and property damage with a single limit liability of at least \$1,000,000 and at least \$2,000,000 in the aggregate. In addition, the Proposer shall carry Commercial General Liability and Property Damage in amount of \$1,000,000 per occurrence with a deductible of not more than \$10,000 and Worker's Compensation Insurance in amount required by law. Insurance shall not limit Proposer's obligation to indemnify, defend, or settle any claims.

- 7.2 The selected Proposer must furnish proof of these policies within ten (10) business days of the date of award of the agreement, and the selected Proposer shall keep this policy in force with respect to its overall practice for a period of two (2) years after performance of this agreement has been completed. Further, successful Proposer shall provide the District with evidence of this insurance on an annual basis or upon any change of carriers. The Proposer shall pay the amount of damages not paid by the insurer by reason of the aforesaid deductible amount.
- 7.3 Insurance shall remain in force for the entire term of the agreement. Cancellation of insurance shall be cause for the agreement's termination.

THE CERTIFICATE OF INSURANCE MUST BE ISSUED TO THE DISTRICT, RECEIVED, AND RECORDED BEFORE THE NOTICE TO PROCEED WILL BE ISSUED.

8.0 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.

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

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.2 *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.

8.3 *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.

8.4 *Submission of Protest to FTA.* A protester must exhaust all administrative remedies with the District before pursuing a protest with FTA. Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the District. The protest filed with FTA shall:

- (a) include the name and address of the protestor;
- (b) identify the District's project number and the number of the contract solicitation;

- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow District's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;
- (d) include a copy of the local protest filed with District and a copy of the District's decision, if any.

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.

9.0 CHOICE OF LAW / COMPLIANCE

The contract resulting from an award by the District Board of Trustees shall be governed by the applicable rules and regulations of the Federal Transit Administration and the laws of the State of Illinois. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any area(s) in which any service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements.

The Proposer shall, at all times, be solely responsible for complying with all applicable local, state, and federal laws, ordinances and regulations in connection with the performance of this contract.

10.0 INDEPENDENT CONTRACTOR

Nothing in the contract award shall create an employee / employer relationship between the District and the successful Proposer. It is understood that the Contractor will be an independent Contractor and not the District's employee.

11.0 NON-ASSIGNMENT

The awarded Contractor shall not assign any interest in the contract and shall not transfer any interest in same, whether by assignment or invitation, in part or in whole, without the District's prior express written consent.

12.0 CANCELLATION

12.1 The District or the Contractor may wholly or partly cancel this period of performance, as affirmed in the awarded contract, at any time with 30 days written notice. In the event of cancellation, the District shall reimburse the Contractor only for services performed that are within the Scope of Service and only for expenses incurred up to and including the effective cancellation date.

12.2 After Contractor reimbursement for these services performed and expenses incurred, the District shall be discharged from all liability to the Contractor and the contract shall be considered terminated.

13.0 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the District, its directors, officers, agents, and employees from and against all liabilities, demands, claims, damages, suits or judgments, including attorneys' fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from libel and/or slander) injury or death to persons or loss, damage or destruction to property, including the property of the District, the Contract and

third persons, resulting from a breach of contract or the negligence of the Contract or its directors, officers, agents or employees while such person is acting within the scope of this contract.

14.0 FINANCIAL ASSISTANCE

The proposed contract may be subject to financial assistance contracts between and/or among the District, the Illinois Department of Transportation, and the United States Department of Transportation.

15.0 PROHIBITED INTERESTS

- 15.1 No board member, or officer, or employee of the District or a local public body with financial interest or control in this contract during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 15.2 Further, no employee, officer, board member or agent of the District shall participate in the selection, or in the award, or in the administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, is involved. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.
- 15.3 Employees, officers, board members or agents of the District shall also be prohibited from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 15.4 The District shall also prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party Proposer or grantee or impair the objectivity in performing the contract work.

16.0 ADHERENCE TO FEDERAL AND STATE GRANT CONTRACT TERMS

Any contract resulting from this solicitation will be between the successful Proposer and the District, and is subject to financial assistance provided by the U.S. Department of Transportation, Federal Transit Administration, and the Illinois Department of Transportation. The successful Proposer is required to comply with all terms and conditions prescribed in third party contracts in the grant Contract between the U.S. Department of Transportation Federal Transit Administration and the District.

17.0 INTEREST OF MEMBERS OR DELEGATES OF CONGRESS

In accordance with 41 U.S.C. Section 22, the Proposer agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived therefrom.

18.0 NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- 18.1 The District and Proposer 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, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- 18.2 The Proposer 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.

19.0 PROGRAM FRAUD & FALSE FRAUDULENT STATEMENTS OR RELATED ACTS

- 19.1 The Proposer 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 Project. Upon execution of any underlying contract, the Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

- 19.2 The Proposer 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 Proposer, to the extent the Federal Government deems appropriate.

- 19.3 The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the Federal Transit Administration.

- 19.4 It is further agreed that the clauses shall not be modified, except to identify the Subcontractors who will be subject to the provisions.

20.0 ACCESS TO RECORDS AND REPORTS

The following access to records requirement apply to this Contract:

- 20.1 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 Proposer 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 Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer'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.

- 20.2 The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Proposer 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 Proposer agrees to maintain same until the Proposer, 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).
- 20.3 The Federal Transit Administration does not require the inclusion of these requirements in subcontracts.

21.0 AUDIT AND INSPECTION OF DISTRICT RECORDS

- 21.1 *Record Retention:* The District shall maintain (and cause its Contractor to maintain), for a minimum of five (5) years after the completion of the Agreement (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 Agreement; the Agreement and all books, records, and supporting documents related to the Agreement 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 Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- 21.2 *General Audit and Inspection:* The District shall permit, and shall require its Proposer 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 Proposers 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.

22.0 FEDERAL CHANGES

- 22.1 The Proposer 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 Agreement between District and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. Proposer failure to so comply shall constitute a material breach of the Agreement.

The Master Agreement may be accessed at: <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-29-february-7-2022?msclid=1dcb48cbaf8f11eca2b03c5acbd86ff> or the printed Master Agreement 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. Erin Appenzeller to arrange for examination of this document.

23.0 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- 23.1 *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 Proposer 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 Proposer agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.
- 23.2 *Equal Employment Opportunity:* The following equal employment opportunity requirements apply to the underlying contract:
- 23.3 *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 Proposer 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 Proposer 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 Proposer agrees to comply with any implementing requirements the Federal Transit Administration may issue.
- 23.4 *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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age.
- 23.5 *Disabilities:* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer 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 Proposer agrees to comply with any implementing requirements the Federal Transit Administration may issue.

In addition, the Proposer agrees to comply with any implementing requirements the Federal Transit Administration may issue. The Proposer 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.

24.0 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Grantee agrees to comply with 49 U.S.C. § 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.; and the following regulations and any amendments thereto:

- 24.1 U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- 24.2 U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- 24.3 U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192, and 49 CFR Part 38;
- 24.4 U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- 24.5 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- 24.6 U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- 24.7 U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
- 24.8 U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- 24.9 FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- 24.10 U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

25.0 DISADVANTAGED BUSINESS ENTERPRISES

This project does not include a Disadvantaged Business Enterprise goal. To be a qualified Disadvantaged Business Enterprise, 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 Illinois Unified Certification Program Directory. All other certifications, registrations, or inclusion in another directory, are invalid for purposes of this contract.

25.1 *POLICY*: It is the policy of the Federal Transit Administration that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the Disadvantaged Business Enterprise requirements of 49 C.F.R. Part 26 will apply to any agreement awarded for this project.

25.1.1 In connection with the performance of this Agreement, the Proposer shall cooperate with the District in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises and will ensure that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts and subcontracts for this Agreement.

It is important to not only identify the Disadvantaged Business Enterprise but to explain how they will be integrated into the proposed work plan.

25.1.2 It is the policy of the District to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions and to encourage Proposer on Department of Transportation assisted contracts to make use of these institutions. Therefore, the District encourages Proposer to use Disadvantaged Business Enterprise financial institutions whenever possible.

25.2 *Disadvantaged Business Enterprise Obligation*: The recipient or its Proposer agrees to ensure that Disadvantaged Business Enterprise 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 all recipients or Proposer shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

The District and its Proposer 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 Federal Transit Administration assisted contracts.

25.3 It is the District's intent to maximize the utilization of Disadvantaged Business Enterprises through its Disadvantaged Business Enterprise program. Inclusion of Disadvantaged Business Enterprise participation shall be accounted for in the proposal documents. The Proposer to whom this contract is awarded shall not substitute another

Disadvantaged Business Enterprise firm for the original listed in the proposal without prior written approval of the District's Contracting Officer.

- 25.4 The Proposer or Subcontractor 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 performance of this contract. The Proposer shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation assisted contracts.
- 25.5 Failure by the Proposer 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.

26.0 PROMPT PAYMENT

THIS CLAUSE APPLIES TO ALL SUBCONTRACTORS.

- 26.1 The Proposer agrees to pay each Subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Proposer receives from the District. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District.
- 26.2 If the Proposer fails to pay the Subcontractor within thirty (30) calendar days, the Proposer 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.
- 26.3 The Proposer is obligated to pay interest to the Subcontractor on all amounts owed by the Proposer that remain unpaid after thirty (30) calendar day following receipt by the Proposer of payment from the District for work performed by the Subcontractor under that contract, except for amount 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 Proposer to make prompt payment to the Subcontractor hereinbefore provided will result in notification to the Proposer's bonding company by the District.
- 26.4 Should either the Proposer or Subcontractor advise the District of a payment issue involving a Disadvantaged Business Enterprise Contractor, the Disadvantaged Business Enterprise officer shall be notified so as to investigate, as appropriate.
- 26.5 The Proposer must promptly notify the District whenever a Disadvantaged Business Enterprise Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another Disadvantaged Business Enterprise Subcontractor to perform at least the same amount of work. The Proposer may not terminate any Disadvantaged Business Enterprise Subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the District.

- 26.6 The District shall conduct prompt payment audits that require the Proposer to submit appropriate documentation to verify compliance with this provision.
- 26.7 Failure to comply with these prompt payment requirements is a breach of the contract, which may lead to any remedies permitted under law, including, but not limited to, Proposer debarment. In addition, the Proposer's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

27.0 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 Proposer 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.

28.0 SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

29.0 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:.

- 29.1 *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.

- 29.2 *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:
- 29.2.1 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.
- 29.2.2 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.
- 29.2.3 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.

- 29.3 *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.
- 29.4 *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.
- 29.5 *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.*
- 29.6 *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.
- 29.7 *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.
- 29.8 *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.*
- 29.9 *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.
- 29.10 *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.
- 29.11 *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.
- 29.12 *Clean Water and Safe Drinking Water* - For all contracts and subcontracts exceeding \$100,000, 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.
- 29.13 *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.
- 29.14 *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.
- 29.15 *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.
- 29.16 *Job Access and Reverse Commute Formula Grant Program* - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, “The Job Access and Reverse Commute Program Guidance and Applications Instructions,” including any revisions thereto.

30.0 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.

31.0 BREACHES AND DISPUTE RESOLUTIONS

- 31.1 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 the 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.
- 31.2 Performance During Dispute - Unless otherwise directed by the District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 31.3 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.
- 31.4 Remedies – Upon notification to the Recipient of its failure to carry out its approved program, FTA or US DOT may impose sanctions as provided for under 49 CFR Part 26, and in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801, et seq. 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.

32.0 MATERIALS AND WORKMANSHIP

The Proposer shall be responsible for all materials and workmanship in the construction of the buses and all accessories used, whether the same are manufactured by the Proposer or purchased from a Supplier. This provision excludes any equipment leased or supplied by the District, except insofar as such equipment is damaged by the failure of a part or component for which the Proposer is responsible or caused by the Proposer during the manufacture of the buses.

33.0 CONFORMANCE WITH SPECIFICATIONS AND DRAWINGS

Materials furnished and work performed by the Proposer shall conform to the requirements of the Technical Specifications and other contract documents. The Proposer shall have the responsibility of supplying all parts and details required to make the buses complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

34.0 STATE AND LOCAL LAW

- 34.1 In the performance of its obligations pursuant to its Agreement with the Illinois Department of Transportation, the District and its contractors shall comply with all applicable provisions of federal, state, and local law, including the applicable grant provisions of the current Master Agreement between the Illinois Department of Transportation (Department) and the Federal Transit Administration (FTA). All limits and standards set forth in this Agreement to be observed in this Project's performance are minimum requirements and shall not affect the application to this Project's performance of more restrictive local standards that are not inconsistent with this Agreement's limits and standards.
- 34.2 The District agrees that the most recent of such state and federal requirements will govern this Agreement's administration at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced.
- 34.3 This contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the State of Illinois. The venue and forum for any legal or equitable action or proceeding shall be located in the State of Illinois, Sangamon County, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by the District.

35.0 NOTIFICATION OF FEDERAL PARTICIPATION (FINANCIAL ASSISTANCE)

- 35.1 Any contract resulting from this solicitation will be between the successful Proposer and the District, and is subject to financial assistance provided by the U.S. Department of Transportation Federal Transit Administration and the Illinois Department of Transportation. The successful Proposer is required to comply with all terms and conditions prescribed in third party contracts in the grant Contract between the U.S. Department of Transportation Federal Transit Administration and the District.

36.0 PROHIBITED INTEREST

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

37.0 CONTRACT CHANGES

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

38.0 SUBCONTRACTS

The (third party, agency, carrier, contractor) shall not enter into any sub-contracts or agreements or start any work by the work forces of (the third party) or use any materials from the stores of (the third party), with respect to this contract, without the prior concurrence of the Illinois

Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handles 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 District for approval prior to submittal to IDOT.

39.0 EQUAL EMPLOYMENT OPPORTUNITY

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

- 39.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 39.2 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.
- 39.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 39.4 That it will send each labor organization or representative or works 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 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.
- 39.5 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 Acts and the Department's Rules and Regulations.
- 39.6 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.

- 39.7 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 any 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.
- 39.8 The District shall have written sexual harassment policies that shall include, at a minimum, the following information:
- 39.8.1 The illegality of sexual harassment;
 - 39.8.2 The definition of sexual harassment under State law;
 - 39.8.3 A description of sexual harassment, utilizing examples;
 - 39.8.4 The District's internal compliant process available through the Department of Human Rights and the Human Rights Commission;
 - 39.8.5 The legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission;
 - 39.8.6 Directions on how to contact the Department and Commission; and
 - 39.8.7 Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department upon request.

40.0 CARGO PREFERENCE

The Contractor agrees:

- 40.1 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;
- 40.2 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 leading 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.)

- 40.3 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.

41.0 FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

42.0 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 funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. 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.

43.0 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.

44.0 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.

45.0 OWNERSHIP OF RECORDS

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

46.0 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.

47.0 VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

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

48.0 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.

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

The Proposer 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.

50.0 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.

51.0 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.)

EXHIBIT A TRANSIT ADVERTISING POLICY

The District has an interest to make advertising space available on the interior and exterior of its buses and on bus stop shelters and benches to generate revenue to help fund the operation of the transit system. It is in the public interest to make advertising space available to the successful Advertising Broker (“Contractor”) to generate revenue and help fund the operation of the transit system. The District’s use of advertising through a Contractor is not intended to create a public forum, but rather to make use of District’s assets held in a proprietary capacity to generate revenue. Acceptance of an advertisement does not constitute express or implied endorsement of the content or message. This endorsement disclaimer extends to and includes, but not limited to, content that may be found via internet addresses, quick response (QR) codes, and phone numbers that may appear in posted advertisements and that direct viewers to external sources of information.

Advertising displayed shall be of a reputable character, shall conform to recognized business standards, shall not be found to be objectionable, and shall not conflict with the laws or regulations of the United States of America, the State of Illinois, or the FTA. The Contractor should consult with the District before producing any advertising that the District might determine to be unacceptable. The District and or its Contractor shall reject advertising that does not comply with this policy. The District and or Contractor may work with advertisers to resolve issues regarding advertisements that do not comply with this policy. Resolution may include modification of the art, copy, or both, solely at the advertiser’s expense.

Advertising for a candidate for office or concerning an issue shall be limited as follows:

- Advertising for a candidate for any elected office shall be limited to a photograph or graphic of the candidate (and family) and/or text identifying the candidate, the office she/he seeks, her/his party affiliation, a message requesting that voters vote for her/him, the date of the election, and the names of those sponsoring this advertisement.
- Advertising concerning an issue shall be limited to text that identifies the issue by its commonly used name, a message requesting that the public do or do not support this issue, the date that this issue is to be voted on, if any, and the names of those sponsoring this advertisement.

Objectionable Advertising may include the following material:

- Political or Public Issue
- False or Misleading
- Copyright, Trademark, or Otherwise Unlawful Infringement
- Obscene or Pornographic
- Defamation or Lawless Action
- Smoking Products (including e-cigarettes or CBD products), Tobacco, or Weapons
- Profane or Violent
- Insulting, Degrading, Disparaging, Demeaning or Offensive
- Harmful, Disruptive, or Adverse to the District or Public Transportation
- Unsafe behavior

The District reserves the right to display advertisements and information that pertain to the District’s operation, programs and promotions, including the distribution of materials, leaflets, and literature within District facilities and vehicles consistent with the standards herein. The Managing Director or designee may authorize the Contractor to self-promote for selling the available inventory of advertising at the Contractor’s expense and is consistent with the standards herein.

PART VI: ATTACHMENTS

Attention Proposers: The Certifications **B – F & H - L** must be submitted with your bid. Attachment G must be submitted by the date listed in the Proposal Submission Schedule.

- A. Written Proposal Preliminary Review Checklist
- B. References, Summary of Business Activities and Examples of Completed Projects
- C. Responsible Bidder Ordinance
- D. Signature Page / Acknowledgement of Addenda
- E. Certification of Power of Execution
- F. Non-Collusion Affidavit
- G. Request for Deviation/Clarification
- H. Certification Regarding Lobbying
- I. Certification Debarment, Suspension, Other Ineligibility & Voluntary Exclusion
- J. Buy America Certification of Compliance
- K. Offer and Acceptance Agreement
- L. Price Form

A. WRITTEN PROPOSAL PRELIMINARY REVIEW CHECKLIST

Solicitation: SMTD – Request for Proposals #2023-02

Project: Transit Advertising

CATEGORIES	Pass	Fail
1. Proposal submitted on time	<input type="checkbox"/>	<input type="checkbox"/>
2. Original, four (4) hard copies and one (1) USB of the Proposal	<input type="checkbox"/>	<input type="checkbox"/>
3. Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit A — Statement of Understanding/ Team	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit B — Fiscal Responsibility	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit C — Previous and Current Contracts	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit D — Methodology	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit E — Technical Proposal	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit F — Project Schedule	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit G — Additional Information	<input type="checkbox"/>	<input type="checkbox"/>
4. Attachments		
B. References, Summary and Examples	<input type="checkbox"/>	<input type="checkbox"/>
C. Responsible Bidder Ordinance	<input type="checkbox"/>	<input type="checkbox"/>
D. Signature Page / Acknowledgement of Addenda	<input type="checkbox"/>	<input type="checkbox"/>
E. Certification of Power of Execution	<input type="checkbox"/>	<input type="checkbox"/>
F. Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
G. Request for Proposal Deviation / Clarification	<input type="checkbox"/>	<input type="checkbox"/>
H. Certification Regarding Lobbying	<input type="checkbox"/>	<input type="checkbox"/>
I. Certification Debarment, Suspension, Other Ineligibility & Voluntary Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
J. Buy America Certification	<input type="checkbox"/>	<input type="checkbox"/>
K. Offer and Acceptance Agreement	<input type="checkbox"/>	<input type="checkbox"/>
L. Price Form	<input type="checkbox"/>	<input type="checkbox"/>
5. Insurance Certificates	<input type="checkbox"/>	<input type="checkbox"/>

Reviewer_____
Date_____
2nd Reviewer_____
Date

B. REFERENCES, SUMMARY OF BUSINESS ACTIVITY, & EXAMPLES OF COMPLETED PROJECTS**1. References:**

Name of firm Telephone & Email Address	
Name of Parent Company (if any)	
Former Parent Company Name (if any)	
Names of Subcontractors (if any)	
Names of 2 Principals to Contact (please provide contact numbers and emails)	1.
Names of 2 Principals to Contact (please provide contact numbers and emails)	2.
Present Offices City/State/Telephone No.	
Project Name	
Type of Work	

3. Examples of Completed Projects (Include contact name & phone numbers for reference)

Project Name, Location, and PM Name	Nature of Firm's Responsibility	Total Cost of Work	Completion Date

C. RESPONSIBLE BIDDER ORDINANCE

The Contractor shall agree to comply with the Responsible Bidder Ordinance of Springfield 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 PROPOSALS 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 Springfield Mass Transit District as follows:

1. That from and after the passage and approval of this ordinance, all specifications for the construction or substantial renovation of any building, shelter, parking lot, or other capital project, or for the provision of services directly to the residents of the said District, shall include a requirement that any person, firm, corporation, or other entity submitting a Proposal shall include a complete, accurate, and truthful listing and description of all decisions, determinations, judgments, or other findings within the past two years of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, OSHA, FMLA, FLSA, ADA, ADEA, NLRA, the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, against it or any entity with whom it is submitting the Proposal, including joint ventures and partners, and also including parent and subsidiary corporations or entities, and shall further include documentation that such bidder and/or its employees are participants in at least one apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The Board of the District may waive the

Apprenticeship requirement if the bidder is in an industry where no such program is available. 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, may be disqualified and its Proposal rejected.
3. That the Board may reject any Proposal and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals 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 proposer 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 proposer 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 PROPOSALS 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 PROPOSALS rejected by the Board pursuant to this Ordinance on three or more occasions within the two years immediately preceding the submission of the Proposal which is then currently before the Board for consideration, shall be debarred from submitting further PROPOSALS for such District projects for a

period of one year following the rejection of the Proposal then currently being considered by the Board.

By signature below, the Bidder/Proposer, _____,
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

D. 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 Proposal, represents that:

- a. The submitting Proposer/Vendor has read and understands the requirements of the RFP and agrees to comply with all local, state, and federal rules and regulations applicable to this RFP.
- b. Failure to comply with any terms of the Invitation for Proposals may disqualify the submitting Proposer/Vendor as non-responsive.

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

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

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

WE, THEREFORE, OFFER AND MAKE THIS PROPOSAL TO SERVE AS CONTRACTOR FOR THE REPLACEMENT OF THE DISTRICT'S FURNITURE, FIXTURE AND EQUIPMENT.

Name of Individual / Interested Proposer

Address, City, State, Zip Code

Telephone Number

Unique Entity ID Number

E-mail Address

Federal Identification Number (FEIN)

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

Date: _____

Printed Name of Authorized Official

E. CERTIFICATION OF POWER OF EXECUTION

(AUTHORIZATION OF PROPOSER)

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

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

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 SEAL

F. NON-COLLUSION AFFIDAVIT

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

_____, being first duly sworn, deposes and says
that he/she is _____ of
Sole Proprietor, Partner, President, etc.

_____, the Proposer
Name of Company

submitting this Proposal, that such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such Proposal is genuine and not collusive or sham and that said Proposer has not been a party to any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of completion by agreement to propose a fixed price, or otherwise, or to refrain from submitting a Proposal and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Springfield Mass Transit District or of any Proposer 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 _____, 20__.

Notary Public

NOTARY SEAL

G. REQUEST FOR PROPOSAL DEVIATION / CLARIFICATIONProject: Transit Advertising

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.

Deviation No.: _____ Contractor: _____

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

Complete Description of Deviation _____

Rationale (Pros and Cons) _____

Districts Response:

Date Received: _____

Date of Reply: _____

Request for Approved Equal:APPROVED ☐ MORE INFORMATION REQUIRED ☐ CLARIFICATION ☐APPROVED WITH CONDITIONS ☐ DENIED ☐

By: _____

Date: _____

Districts Decision _____

H. 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

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

Solicitation: Sangamon Mass Transit District – Invitation for Bidders #2023-02
Project: Transit Advertising

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 ID (UEI) Number

J. BUY AMERICA CERTIFICATE OF COMPLIANCE

Solicitation: Sangamon Mass Transit District – Request for Proposals #2023-02

Project: Transit Advertising

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

K. OFFER AND ACCEPTANCE AGREEMENT

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

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

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

PERIOD OF PERFORMANCE: From September 1, 2023 through August 31, 2026 with the option for two (2) one year options.

The Contract Documents shall consist of:

- (1) This Fully Executed Form;
- (2) The entire Springfield Mass Transit District Request for Proposal #2023-02 (no revisions by the Contractor) dated: _____.
- (3) If applicable, and Official SMTD Addenda:

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

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

CONTRACTOR

SPRINGFIELD MASS TRANSIT DISTRICT

By: _____

By: _____

Title: _____

Title: _____

L. PRICE FORM

Submit in a separate sealed envelope, marked “Price Proposal” with proposal.

SMTD is considered tax-exempt. Please, use the general form below to provide the price proposal. The price proposal must include items listed, with quantity, unit price, and total clearly provided for each item, as well as a Total Best and Final Price.

The information requested in this section is required to support the reasonableness of your proposal. During the negotiation process, proposal data will be held in confidence and will not be revealed to or discussed with the competitors. The Contractor may attach a separate sheet(s) to this Price Form in order to better explain the scope of work and/or service(s) to be provided.

*Reimbursement shall be made to the District by dollar amount or percentage of the monthly sales, whichever is greater.

Transit Advertising Reimbursement Breakdown	
Reimbursement by Dollar Amount-Monthly	Reimbursement by % of sales-Monthly
\$	%

Comments: _____

By signing below, the Proposer certifies that the equipment and service to be provided meets or exceeds the technical specifications in the RFP or is an equal that was approved by the District prior to the submission of the bid. Bidder also agrees to all terms, conditions, and clauses of the RFP #2023-02.

The Bidder may attach separate sheet(s) to this form in order to better explain the pricing.

Authorized Representative's Name/Title

Authorized Representative's Signature

Date

Company Name

Address

Zip

Telephone