

+



***BID SOLICITATION***

***PURCHASE AND INSTALLATION  
OF GENERATOR***

***APRIL 2010***

**South Central Transit**

---

1616 E. McCORD  
P.O. DRAWER N  
CENTRALIA, IL 62801  
[www.southcentraltransit.org](http://www.southcentraltransit.org)

618-532-0189  
618-242-0202  
800-660-7433

## INVITATION FOR BID

The South Central Illinois Mass Transit District (SCT) solicits bids for the purchase and installation of a generator for its Centralia, IL, facility. Bid specifications may be obtained between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday beginning on April 7, 2010, through April 16, 2010, at the following address:

SCT  
1616 E. McCord Street  
P.O. Drawer N  
Centralia, IL 62801  
Contact: Vicki Clift

Bid specifications may also be requested by faxing a request to 618-532-8078 or by accessing SCT's website [www.southcentraltransit.org](http://www.southcentraltransit.org) and clicking on Bid Opportunities.

A mandatory meeting for potential bidders will be held at 10:00 a.m. on April 19, 2010, at the above address.

Bids must be received in the SCT administrative office at the above address no later than 10:00 a.m. on May 14, 2010, (Central Standard Time).

Award of bid will be subject to concurrence by the Illinois Department of Transportation and contingent on the receipt of state and/or federal funding.

Disadvantaged Business Enterprises (DBEs) are encouraged to submit bids and will not be subjected to discrimination on the basis of race, color, sex, national origin or disability in consideration for an award.

SCT reserves the right to waive any informality in/or to reject any or all bids if deemed to be in the best interest of SCT.

Any contract resulting from this bid is subject to financial assistance contracts between SCT and the United States Department of Transportation and the Illinois Department of Transportation.

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

The contract will be awarded to the lowest responsive bidder meeting all specifications contingent upon approval by the Illinois Department of Transportation.

**SECTION I**  
**NOTIFICATION STATEMENT**

The South Central Illinois Mass Transit District (SCT) is a municipal corporation that provides public transportation to a six-county region in the State of Illinois.

South Central Illinois Mass Transit District invites bids for the procurement of a generator to be used in the event of a partial or complete power failure at its headquarters located at 1616 E. McCord Street, Centralia, IL 62801. This location houses the main operation of SCT and all scheduling and dispatching of vehicles is executed from this location as well as all administrative functions.

Every effort has been made to provide full and accurate information. The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation.

**SECTION II  
INSTRUCTIONS FOR PREPARERS OF BID PROPOSALS**

South Central Illinois Mass Transit District (SCT) will receive bids for procurement of a generator. A list of minimum equipment specifications are contained in Section IV of this packet. Failure to meet all specifications will be cause for automatic disqualification.

Although the awarded contract will be between SCT and the selected vendor, funding for this project is being provided through capital assistance from the Illinois Department of Transportation, Division of Public Transportation and the Federal Transit Administration. **The contract will be awarded as a lump sum bid to the lowest responsive bidder contingent upon approval by the Illinois Department of Transportation.**

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation.

Disadvantaged Business Enterprises (DBEs) are encouraged to submit bids and will not be subjected to discrimination on the basis of race, color, sex, national origin or disability in consideration for an award.

**Bid Forms contained in Sections V must be completed and returned. The Certification regarding Lobbying form (page 14) and the Government-wide Debarment & Suspension form (page 15) must be signed and returned with bid. Please include literature containing information and specifications for the equipment for which a bid is submitted. No faxed or emailed bids will be accepted. Bids shall be submitted in a sealed envelope marked "Generator Bid" no later than 10:00 A.M. (Central Standard Time) on Friday, May 14, 2010, to:**

Vicki Clift  
Director of Finance  
South Central Illinois Mass Transit District  
1616 E. McCord Street  
P.O. Drawer N  
Centralia, IL 62801

Bids will be opened publicly at 10:00 a.m. on May 14, 2010, the above address. The selected vendor will be notified no later than June 18, 2010.

Bids submitted shall be valid for 45 days from bid opening.

**Delivery and installation of equipment shall be no later than September 30, 2010.**

**An onsite visit to review the physical location is required prior to submitting a bid. A mandatory facility tour will be held at 10:00 a.m. on April 19<sup>th</sup>, 2010, at 1616 E. McCord Street, Centralia, IL 62801.**

**The selected vendor will be required to sign a contract of which a sample is included with this packet. Please review the sample contract to ensure that all requirements can be satisfied.**

**SECTION III  
SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT  
COMPANY INFORMATION**

Address: 1616 E. McCord  
P.O. Drawer N  
Centralia, IL 62801

Phone: (618) 532-0189 x103  
Fax: (618) 532-8078

FEIN: 37-1301939

Tax Exempt No. E9959-3912-05

Type of Entity: Municipal Corporation

Contact: Vicki Clift  
618-532-0189 x103

Website: [www.southcentraltransit.org](http://www.southcentraltransit.org)

**SECTION IV**  
**SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT**  
**BID SPECIFICATIONS**  
**GENERATOR**

South Central Transit (SCT) desires a generator that, in the event of a complete or partial power failure, will provide electricity to operate the HVAC system, phone system, computers, lighting and garage doors at its main office located at 1616 E. McCord Street, Centralia, IL.

All labor and materials needed to install a working generator shall be included in bid price

All equipment shall be new and unused with a **minimum** of the following features:

Unit shall be (or comparable to) an 60KW, 75KVA, 120/208 volt, three phase, 80 degree C-rise, 60 cycles, GM 8.IL natural gas driven unit, 1800 RPM with following accessories:

- Unit mounted radiator cooled
- Electronic Isochronous governor = ¼%
- Basler (or comparable) 2020 digital genset control
- 300 amp, 3 pole mainline circuit breaker
- Unit mounted battery rack, battery and cables
- Interactor LS12/6 automatic float battery charger, 6 amp, 12 vdc
- Critical in housing silencer and exhaust flex connector
- Block / water jacket preheater 120 volt, 1500 watt with fixed thermostat
- Weatherproofing housing with door locks
- Oil drain extension with valve
- K-61 and pad type vibration mounts
- Minimum of two (2) year warranty

Automatic transfer switch, 3 pole, 400 amp, 208 volt, three phase, 4 wire, microprocessor control with time delays for “Start”, “Transfer”, “Retransfer”, and “Engine Cool Down”. Normal and emergency voltage sensing, weekly exercise time clock with “Load”, “No Load” and “Off” selector switch. In phase monitor for motor load transfer, solid neutral, source available, and switch position indicating lights, furnished in a NEMA type 3R enclosure and a minimum of one (1) year warranty.

Bidder shall install or provide for installation and connection of gas line for natural gas supply to generator.

Bidder shall install or provide for installation of concrete foundation for generator support.

Any freight / shipping / delivery charges shall be included in bid price

Any standard factory warranty on equipment shall be included in bid price

Delivery and installation of equipment shall be made at SCT’s Centralia facility located at 1616 E. McCord Street, Centralia, IL 62801, no later than September 30, 2010.

Literature on all equipment (outlining conformance with bid specifications) must be included with bid

All training necessary for SCT staff to operate generator shall be included in bid price.

**SECTION IV  
SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT  
GENERATOR (continued)**

**General Information**

**Location of service:** The location for the proposed work is the main office building of South Central Transit located at 1616 E. McCord Street, Centralia, IL.

**Scope of Work:** The work will consist of installing a generator that will support the daily office activities of SCT in the event of a partial or complete power failure. This will include the powering of the (2) HVAC systems, phone system, computers, lighting and garage doors. The selected vendor must provide all materials, labor and supervision for the successful installation and operation of the generator (including gas line to generator and concrete support pad).

**Bid Requirements:** Bid is to be one lump sum, with all work and materials outlined in the specifications to be included. Bids are to be sealed and delivered to SCT's main office located at 1616 E. McCord Street, Centralia, IL 62801. All documents are to be sealed in an envelope clearly marked as "Generator Bid" and must be received no later than 10:00 a.m. (central standard time) on May 14, 2010. Any documents received after this time will not be considered and will be returned unopened to vendor. **Neither faxed nor emailed bids will be accepted.**

Bids will be opened at 10:00 a.m. on May 14, 2010, at the main office of SCT. The bids will be read and recorded. All bidders are welcome to attend this meeting but are not required to attend.

The successful bidder will be contacted by letter of the award of the bid to their company after approval by the Illinois Department of Transportation. The contract resulting in the bid award will be required to contain the clauses that are listed in pages 9 through 15 of this bid package (see sample contract included in the bid package).

***An onsite visit to review the physical location is required prior to submitting a bid. A mandatory facility tour will be held at 10:00 a.m. on April 19, 2010, at 1616 E. McCord Street, Centralia, IL 62801.***

**Bidding Documents:** Bid documents shall include the bid specifications, bid form, signed Certification Regarding Lobbying (page 14), signed Government-wide Debarment and Suspension (page 15), any addenda issued relating to these documents, and any other documents specified herein.

Bidders shall promptly notify SCT of any ambiguity, inconsistency or error that they may discover upon examination of the bidding documents.

Any interpretation, correction or change to the bidding documents will be made by addendum. Addenda will be mailed to all whom SCT knows to have received a set of bidding documents and will also be posted on SCT's website – [www.southcentraltransit.org](http://www.southcentraltransit.org). Bidders are to denote within their bid the receipt of any and all addenda to the bidding documents.

**Certificate of Insurance:** The successful bidder shall provide a Certificate of Insurance indicating all liability coverage prior to start of job.

**SECTION V  
SOUTH CENTRAL ILLINOIS MASS TRANST DISTRICT  
BID FORM  
BID FOR PURCHASE & INSTALLATION  
OF GENERATOR**

**BIDDER INFORMATION:**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_

COMPANY FAX: \_\_\_\_\_

IS COMPANY A CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

IF YES, IN WHAT STATE CERTIFIED? \_\_\_\_\_

BID FOR PURCHASE AND INSTALLATION OF GENERATOR \$ \_\_\_\_\_

\_\_\_\_\_

TERMS OF EQUIPMENT WARRANTY \_\_\_\_\_

\_\_\_\_\_

ADDITIONAL INFORMATION : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_                      DATE: \_\_\_\_\_

PRINTED NAME OF SIGNATOR: \_\_\_\_\_

BIDDER EMAIL ADDRESS: \_\_\_\_\_  
(for notification purposes only)

**SECTION VI  
FEDERALLY REQUIRED CLAUSES**

**Any third party contract resulting from this bid solicitation will be subject to the following federal stipulations and these clauses shall become a part of any contract resulting from this solicitation:**

**CIVIL RIGHTS REQUIREMENTS  
29 U.S.C. 623, 42 U.S.C. 2000  
42 U.S.C. 6102, 42 U.S.C. 12112  
42 U.S.C. 12132, 49 U.S.C. 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq**

Contractor will be required to comply with all Civil Rights requirements. Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. During the performance of this contract, the contractor agrees as follows:

Nondiscrimination

- 1) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity

- 2) In accordance with Title VII of the Civil Rights Act, as amended 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. 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 Contractor agrees to take affirmative action to ensure that applicants are
- 3) employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

### **ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

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

### **FEDERAL CHANGES**

**49 CFR Part 18**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between South Central Transit and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1E.**

Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein

notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SCIMTD requests which would cause SCIMTD to be in violation of the FTA terms and conditions.

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the

express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

### **31 U.S.C. 3801 et seq. 49 CFR Part 31 and U.S.C. 1001 49 U.S.C. 5307**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### **TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1E§**

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

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

**PREFERENCE FOR RECYCLED PRODUCTS**  
**42 U.S.C. § 6962**

To the extent applicable, the Grantee and contractors agree to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 CFR part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**49 CFR Part 26**

The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract or agreement resulting from this bid solicitation. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts or agreements. Failure by the contractor or subcontractor to carry out these requirements is a material breach of the contract or agreement, that may result in the termination of any contract or agreement resulting from this bid solicitation, or such other remedy as the Department deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from the Grantee. The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Grantee.

**DEBARMENT AND SUSPENSION**  
**31 U.S.C. § 6101**

The Grantee and contractor agree to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement), “2 CFR Part 180. The Grantee agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the “Excluded Parties Listing System” at <http://epls.gov> before entering into any third subagreement, lease, third party contract, or other arrangement in connection with the Project.

## **BUY AMERICA**

The Grantee and Contractor agree to comply with 49 U.S.C. 5323(j) and FTA regulations. "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Grantee and Contractor also agree to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing.

## **INTEREST OF MEMBERS OF CONGRESS**

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

## **PROHIBITED INTERESTS**

No member, or officer, or employee of South Central IL Mass Transit District with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

## **CONTRACT CHANGES**

Any proposed change in this contract shall be submitted to the South Central Illinois Mass Transit District for its prior approval.

## **SUBCONTRACTS**

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

## **RECORD RETENTION**

During the course of the Project and for three (3) years thereafter from the date of transmission of the final expenditure report, the contractor agrees to maintain intact and readily accessible all data, documents, reports, records, contracts and supporting materials relating to this Project as the Federal Government may require.

**CERTIFICATION REGARDING LOBBYING**  
**49 CFR Part 20**

The undersigned 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

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**  
**49 CFR Part 29**  
**Executive Order 12549**

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

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

By signing and submitting this contract, the bidder or proposer certifies as follows:

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

---

Contractor representative

---

Date