

CONTRACT FOR GOODS

This contract, dated effective _____, in made and entered into between South Central IL Mass Transit District (SCT), and _____, (Contractor).

The purpose of this contract is for the purchase and installation of the following equipment:

The Contractor was selected using the following process: Formal bid solicitation with award based on lowest responsive bidder meeting all specifications. _____

In consideration of the terms and conditions contained herein, or as attached and incorporated and made a part hereof, SCT and the Contractor mutually agree as follows:

1. **Scope of Work:** Contractor shall provide the equipment and installation of said equipment listed herein for the price contained in the accepted bid and according to the time schedule contained in this Contract.

2. **Compensation:** SCT agrees to pay the Contractor for the equipment and installation of equipment listed herein. Said payment shall represent full compensation for all materials, labor, supervision, hardware and software necessary for the successful installation and operation of the equipment and any training services required in order to operate said equipment. Contractor understands that SCT is tax exempt and a copy of SCT's tax exempt number will be provided to Contractor.

Total compensation payable to Contractor for satisfactory delivery of specified equipment under this Contract is a maximum of \$_____.

Contractor shall be paid in accordance with the bid specifications as follows:

- 25% of contracted amount upon signing a contract
- 25% at time of installation
- 50% upon completion and demonstration and successful operation of equipment

In order for payment to be issued as set forth above, an invoice shall be forwarded to the following SCT staff:

Vicki Clift
South Central IL Mass Transit District
P.O. Drawer N
Centralia, IL 62801

Invoice shall be paid within 45 days of receipt. Any additional supplies or equipment provided by Contractor that exceeds that which is provided for in this Contract must have prior written approval of SCT.

3. **Contract Period:** For purposes of this contract, the contract period will begin after both parties have signed this contract and shall terminate no later than _____ . The Contractor shall deliver all equipment to be provided under this Contract to the location(s) specified by SCT and equipment shall be in working order and SCT staff shall have received training in operation of equipment no later than this date.
4. **Termination:** 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.
5. **Financial Assistance:** This contract is subject to financial assistance contracts Between South Central IL Mass Transit District and the United States Department of Transportation and the Illinois Department of Transportation.
6. **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.
7. **Prohibited Interests:** No member, or officer, or employee of the South Central Illinois 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.
8. **Contract Changes:** Any proposed change in this contract shall be submitted to South Central IL Mass Transit District for its prior approval.
9. **Equal Employment Opportunity:** In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause,

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 cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

- A. 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.
- B. 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.
- C. 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.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor’s obligations under the Illinois Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.
- F. 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.
- G. 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.

H. The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

10. Other Federally-Required Clauses: Other Federally-Required Clauses: Contractor agrees to comply with the attached federally-required clauses regarding Government-Wide Debarment and Suspension and Certification Regarding Lobbying. Contractor shall certify compliance by signing both certifications and making them a part of this contract. (See Appendix A)

11. Communications: Communications regarding this Contract shall be to:

Vicki Clift
South Central IL Mass Transit District
P.O. Drawer N
1616 E. McCord Street
Centralia, IL 62801
618-532-0189 x103

The parties hereto have caused this Contract to be executed the day stated. Executed in duplicate.

South Central IL Mass Transit District

Contractor:

Managing Director

Contractor Representative

Date

Printed Name

Title

Date

Appendix A

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