



BID SOLICITATION

***48-MONTH LEASE OF
SPORT UTILITY VEHICLE***

FEBRUARY 2010

South Central Transit

1616 E. McCORD
P.O. DRAWER N
CENTRALIA, IL 62801
www.southcentraltransit.org

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

INVITATION TO BID

The South Central Illinois Mass Transit District (SCT) solicits bids for the lease of (1) sport utility vehicle. 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.

Bid specifications may be obtained between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday beginning on February 10, 2010, through February 19, 2010, at the following address:

SCT
1616 E. McCord Street
Centralia, IL 62801
Contact: Vicki Clift, Director of Finance

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

Bids must be received in the SCT administrative office at the above address no later than 10:00 a.m. on March 12, 2010 (Central Standard Time).

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 contingent upon approval by the Illinois Department of Transportation and the SCT Board of Directors.

**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 48-month lease for one (1) sport utility vehicle to be utilized in SCT's day-to-day operations.

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.

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.

Any contract resulting from this bid is subject to financial assistance contracts between South Central Illinois Mass Transit District and the Illinois Department of Transportation.

Any third party contract resulting from this bid solicitation will be subject to the following stipulations:

**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

- 3) 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
- 4) 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 a8 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.

The preceding regulations shall also become a part of any contract resulting from this bid solicitation.

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

South Central Illinois Mass Transit District (SCT) will receive bids for procurement of a 48-month lease of one (1) sport utility vehicle. A list of minimum specifications is 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 operating assistance from the Illinois Department of Transportation, Division of Public Transportation. **The contract will be awarded 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.

The following lease term is desired: Standard 48-month lease. SCT will not purchase vehicle at lease end. Lessee (SCT) will provide maintenance, fuel, and insurance throughout the term of the lease. SCT is a municipal corporation and may qualify for a municipal lease.

Sections V, VI and VII must be completed and returned in a sealed envelope marked "SUV Bid". Neither faxed nor emailed bids will be accepted. Bids should be submitted no later than 10:00 AM (Central Standard Time) on March 12, 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.(Central Standard Time) on March 12, 2010, at the above address. The selected vendor will be notified no later than April 9, 2010.

Delivery of selected vehicle shall be no later than May 28, 2010. Vehicle will be delivered to Lessee's address as follows: 1616 E. McCord Street, Centralia, IL 62801.

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

SECTION IV
SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT
VEHICLE SPECIFICATIONS
ONE (1) SPORT UTILITY VEHICLE

Vehicle shall be a new and unused model with a **minimum** of the following features:

Four wheel drive
V8 engine (gasoline/ethanol)
Automatic transmission
7300 GVWR or above
Minimum wheelbase of 116 inches
Fuel capacity of 26.0 gallons or above
OnStar security / communications system or comparable system
Full size spare tire
Fold down or removable third seat
Air conditioning
Power windows and door locks
Power drivers seat
Heated front seats
Speed control
Tilt steering wheel
Rear window defroster
Standard warranty

Vehicle shall be delivered no later than May 28, 2010, to Lessee's headquarters located at 1616 E. McCord Street, Centralia, IL 62801.

A minimum of 25,000 miles shall be allowed annually for each vehicle with no penalty.

SECTION V
SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT
VEHICLE SPECIFICATION CHECKLIST FOR
(1) SPORT UTILITY VEHICLE

CHECKLIST:

The following checklist is herein incorporated to aid South Central Illinois Mass Transit District in evaluating the vehicle lease bids as submitted. If the information called for in the checklist is not supplied, the bid may not be considered.

All submittals shall be fully supported with technical data or by other pertinent information as evidence that the vehicle offered is equal to or better than the specification requirements. The vehicle offered shall be fully tested to assure compliance with the performance, safety and other requirements of the specifications.

BIDDER PROPOSED

COMPANY NAME:

PERSON COMPLETING QUESTIONNAIRE:

TELEPHONE NUMBER

FAX NUMBER

**SECTION VI
VEHICLE SPECIFICATION
CHECKLIST**

Yes or No

If "No", please explain

- Four wheel drive
- V8 engine (gasoline/ethanol)
- Automatic transmission
- 7300 GVWR or above
- Minimum wheelbase of 116 inches
- Fuel capacity of 26.0 gallons or above
- OnStar security / communications system or comparable
- Full size spare tire
- Fold down or removable third seat
- Air conditioning
- Power windows and door locks
- Power drivers seat
- Heated front seats
- Speed control
- Tilt steering wheel
- Rear window defroster
- Standard warranty
- Vehicle shall be delivered no later than May 28, 2010, to Lessee's headquarters located at 1616 E. McCord Street, Centralia, IL 62801
- A minimum of 25,000 miles shall be allowed annually with no penalty

Year Make Model

Expected Delivery Date

Warranty

SECTION VII

SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT

**BID FOR 48-MONTH VEHICLE LEASE
ONE (1) SPORT UTILITY VEHICLE**

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? _____

LEASE PAYMENT (Per month) _____

TERMS OF VEHICLE WARRANTY _____

ADDITIONAL TERMS OF LEASE: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME OF SIGNATOR: _____

EMAIL ADDRESS : _____