

**SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT
1616 E. McCord Street
Centralia, IL 62801**



**INVITATION FOR BIDS (IFB)
WORKERS COMPENSATION INSURANCE
IFB #2017-3-WC INS
(DUE 10:00 A.M. ON NOVEMBER 30, 2017)**

INVITATION FOR BID

The South Central Illinois Mass Transit District (SCT) solicits bids for Worker Compensation Insurance for the period of January 1, 2018, through December 31, 2018. Award of bid will be subject to concurrence by the Illinois Department of Transportation and contingent on the receipt of state/federal funding.

Bid specification package and requirements may be obtained on or after November 1, 2017, by downloading the IFB from SCT's website www.southcentraltransit.org or at the SCT office located at 1616 E. McCord Street, Centralia, IL 62801.

SEALED BIDS MUST BE RECEIVED no later than 10:00 A.M. (Central Standard Time) on Thursday, November 30, 2017, and should be addressed to:

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

Disadvantaged Business Enterprises (DBE's) 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 or purchase order resulting from this bid is subject to financial assistance contracts between SCT and the Illinois Department of Transportation. This project is funded, in full or in part, by the Illinois Department of Transportation, Division of Public and Intermodal Transportation.

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

Bidders must register and possess a valid public contracts eligible bidder number from the Illinois Department of Human Services (IDHR) in order for a bid to be considered.

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 and the United States Department of Transportation.

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

ATTENTION: INTERESTED SUPPLIERS

The terms and conditions of this IFB shall conform to the Illinois Department of Transportation Rules, Regulations and Statutory Requirements.

Please read this IFB carefully and completely. Failure to follow instructions, or failure to submit the required information and/or documents, may result in rejection of the bid in its entirety.

INTERESTED BIDDERS REGISTRATION FORM

Date: November 1, 2017
To: Potential Bidders
Subject: Workers Compensation Insurance

To Whom It May Concern:

Please find the Invitation for Bid (IFB) attached. Once you receive this IFB from the South Central Illinois Mass Transit District website or via U.S. mail, please **NOTIFY** Vicki Clift at 1616 E. McCord Street, Centralia, IL 62801, or via email at vclift@southcentraltransit.org, or via fax at 618-532-8078, as soon as possible with your complete contact information.

Immediate notification to the Transit District is requested to ensure that every interested Bidder receives any subsequent information (updates, amendments, and/or addenda) issued for this IFB. Failure to acknowledge subsequent updates, amendments, and/or addenda requirements may result in a rejection of the Bid.

- We will **NOT** be submitting a Bid We **MAY** submit a Bid

Name of Company _____

Name of Contact Person _____ Title _____

Street Address / PO Box _____

City, State, Zipcode _____

Telephone Number _____ Fax Number _____

Email Address (Mandatory) _____

Website Address _____

Sincerely,

Vicki Clift
Director of Finance

INVITATION FOR BID

The South Central Illinois Mass Transit District (SCT) solicits bids for Workers Compensation Insurance for the period of January 1, 2018, through December 31, 2018, with an option to renew for four (4) additional one-year terms. Award of bid will be subject to concurrence by the Illinois Department of Transportation and contingent on the receipt of state/federal funding.

Bid specification package and requirements may be obtained from SCT's on or after Wednesday, November 1, 2017, at the SCT office located at 1616 E. McCord Street, Centralia, IL 62801, or by downloading the IFB from SCT's website www.southcentraltransit.org.

SEALED BIDS MUST BE RECEIVED no later than 10:00 A.M. (Central Standard Time) on Thursday, November 30, 2017, and should be addressed to:

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

Disadvantaged Business Enterprises (DBE's) 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 or purchase order resulting from this bid is subject to financial assistance contracts between SCT and the Illinois Department of Transportation. This project is funded, in full or in part, by the Illinois Department of Transportation, Division of Public and Intermodal Transportation.

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

Bidders must register and possess a valid public contracts eligible bidder number from the Illinois Department of Human Services (IDHR) in order for a bid to be considered.

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 and the United States Department of Transportation.

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

**SCHEDULE FOR SUBMISSION OF BIDS
FOR
WORKER COMPENSATION INSURANCE**

DATE	DESCRIPTION
Wednesday, November 1, 2017	Issue Legal Notice / Invitation for Bids
Friday, November 10, 2017	Last day for bidders to submit written questions or request clarifications
Friday, November 17, 2017	Last day for SCT to respond to bidder's written questions or request for clarifications
Thursday, November 30, 2017	Bids are due no later than 10:00 a.m. Central Time
Thursday, December 14, 2017	SCT Board of Directors to approve bid award. SCT, barring any unforeseen delays, shall make the award within 14 days after the bid opening.
Friday, January 26, 2018	Notice of Award. Barring any unforeseen delays, SCT shall issue the notice no more than 30 days after award.

**SECTION I
SCOPE OF WORK AND TERMS**

1. GENERAL INFORMATION

NOTICE: Facsimile, electronic and/or digital bid submittals will NOT be accepted.

The South Central Illinois Mass Transit District (SCT) is soliciting bids from qualified companies for the procurement of Workers Compensation Insurance as outlined in Section V. Bids will be evaluated and awarded based on the lowest Responsive and Responsible bid.

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

Contact Information:
South Central IL Mass Transit District
Attn: Vicki Clift
1616 E. McCord Street
P.O. Drawer N
Centralia, IL 62801
(618) 532-8076 (telephone)
(618) 532-8078 (fax)
yclift@southcentraltransit.org

For questions about the solicitation, contact Vicki Clift at the above location. Questions and/or clarification requests MUST be sent in writing no later than the date shown on the Bid Schedule. The response to these questions and/or clarification requests will be sent to ALL interested firms no later than the date shown on the Bid Schedule.

Any supplier wishing to submit a bid for insurance under this solicitation must be registered with the Illinois Department of Human Rights (IDHR) and supply their IDHR number on the bid forms contained in this package. For information concerning eligibility please refer to <http://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

2. DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the IFB and/or purchase order / contract documents, the following words and terms shall have the meanings indicated.

<i>Acceptance / Accepted</i>	Written documentation of SCT's determination that the Contractor's work has been completed in accordance with the IFB, purchase order / contract.
<i>Addendum / Addenda</i>	Written additions, deletions, clarification, interpretations, modifications, or corrections to the solicitation documents issued by SCT during the solicitation period and prior to contract award.

<i>Bidder / Offeror</i>	Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid to perform or provide the specified goods or services.
<i>Contractor</i>	Contractor shall mean a person or entity who, as part of an independent business, becomes obligated to provide goods and/or services for a price
<i>SCT</i>	South Central Illinois Mass Transit District
<i>District</i>	South Central Illinois Mass Transit District
<i>Responsive</i>	Responsive means that the Bidder has complied in every way with all requirements of the IFB. A responsive determination does not allow for discussion with Bidders. When the bid is received, it is either responsive or non-responsive based upon its own merit.
<i>Responsible</i>	Responsible means that the Bidder is capable of successfully performing under the terms and conditions specified in the IFB and the resulting purchase order / contract.
<i>Work</i>	Everything to be provided and performed for the fulfillment of the purchase order / contract and shall include all goods and services specified under this IFB, including contract amendments and settlements.

3. SCOPE OF WORK

The South Central Illinois Mass Transit District (SCT) is soliciting bids from qualified companies for the procurement of Workers Compensation Insurance as outlined in Section V.

4. BID OPENING AND AWARD OF CONTRACT

Bids will be opened publicly at the date and time specified in the Schedule, however there will be no immediate award of the agreement. Bid summaries may be made available to Bidders after the bid date upon request. Award will be made to the lowest responsive and responsible Bidder selected from among those who submit valid bids in response to the IFB.

5. METHOD OF PAYMENT

The selected Contractor shall submit an invoice for payment in 12 equal monthly installments.

6. ADVANCE PAYMENT PROHIBITED

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

7. CONTRACT PERIOD

The contract(s) resulting from this IFB shall begin at the time of award notification(s) and services/goods procured through this solicitation shall be delivered no later than January 1, 2018.

8. COST OF BIDS

SCT is not liable for any costs incurred by Bidders in the preparation, presentation, testing, or negotiation of Bids submitted in response to this solicitation.

9. INDEMNIFICATION

The Bidder agrees to indemnify and hold harmless SCT, 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, injury or death to persons or loss, damage or destruction to property, including the property of SCT, the Bidder and third persons, resulting from a breach of contract or the negligence of the Bidder or its directors, officers, agents or employees while such person is acting within the scope of this purchase agreement.

10. ASSIGNMENT

Neither the agreement in total nor any portion of the agreement between the Bidder and SCT may be assigned to any other firm by the Bidder without prior approval by SCT.

11. AWARD

Award of this purchase agreement is contingent upon approval by the SCT Board of Directors and/or the Illinois Department of Transportation. No additional purchase agreement terms and/or conditions may be added by the Bidder to its response.

This purchase agreement shall supersede all previous communications, representations or agreements, either oral or written, between parties. The purchase agreement should not be construed in favor of or against any party. The delivery period, as affirmed in the awarded purchase agreement may be amended, modified or terminated ONLY in writing, signed by each of the parties hereto.

12. BASIS OF AWARD

Each Bidder will submit a BEST AND FINAL PRICE for the goods/services described herein. The award of a firm, fixed price purchase agreement(s) based on the total cost of goods/services shall be made ONLY to the lowest responsive and responsible bidder(s).

13. 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, SCT may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with SCT's rights to terminate for convenience or default.

14. PROTEST PROCEDURES

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 protester; 2) Solicitation number; 3) Statement of grounds for protest; 4) all supporting documentation. All protest documents should be sent to the Managing Director at SCT, 1616 E. McCord Street, Centralia, IL 62801.

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

If the protesting Bidder wishes to appeal the Managing Director's decision, he/she must file an appeal in writing to the Chairman of the Board of Directors at the address given above within five (5) working days of initial decision. The Board of Directors will make a determination on the appeal at its first regularly scheduled meeting following the receipt of the appeal.

The Illinois Department of Transportation will entertain a protest of this final decision only under the following three conditions: 1) if the grantee failed to have or to follow its protest procedures; 2) if the grantee failed to review a complaint or protest; and 3) if data becomes available that was not previously known, or there has been an error of law or regulation.

These protest procedures will be followed unless the individual specifications/bid package indicates otherwise.

SECTION II
BID SUBMISSION INSTRUCTIONS

The Bidder is asked to submit one (1) original and one (1) copy of bid package in a SEALED ENVELOPE with the name and address of Bidder clearly visible. **BIDS SHALL NOT BE SUBMITTED BY FACSIMILIE OR OTHER ELECTRONIC TRANSMISSION.**

Bids shall be received at SCT's main office located at 1616 E. McCord Street, Centralia, IL 62801, no later than Thursday, November 30, 2017, at 10:00 a.m. Central Time. Bids received after this date and time will be returned unopened and shall not be considered for award.

Both the SEALED bid envelope and the mailing envelope shall be clearly marked as follows:

IFB #2017-3-WC INS
Attn: Vicki Clift

SCT shall NOT be responsible for the unintentional premature opening of a bid that has not been properly addressed and identified per the instructions included with this IFB.

**SECTION III
DISTRICT, STATE AND FEDERAL CLAUSES**

1. APPLICABILITY

Any contract resulting from this solicitation will be between the successful proposer and the South Central IL Mass Transit District, and is subject to financial assistance provided by the Illinois Department of Transportation, Division of Public and Intermodal Transportation and the State of Illinois. The successful Contractor(s) is required to comply with the following terms and conditions prescribed in third party contracts in the grant contract between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, State of Illinois and SCT.

2. PROHIBITIONS

- a) 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.
- b) No member, officer, or employee of the South Central IL Mass Transit 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.
- c) Escalation clauses are prohibited.

3. TERMINATION FOR CONVENIENCE

SCT may terminate the purchase agreement, in whole or in part, any time by written notice to the Contractor when it is in SCT's best interest. The Contractor shall be paid its cost, including contract closeout cost, and profits on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SCT for payment. If the Contractor has any property in its possession belonging to SCT, the Contractor shall account for the same, and dispose of it in the manner as SCT directs.

4. TERMINATION FOR DEFAULT (CAUSE OR BREACH)

SCT may, by written notice of default to the Contractor, terminate the whole, or any part of this purchase 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 purchase agreement, or so fails to make progress as to endanger performance of this purchase agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days or such longer period as the Contracting Officer, or the Contracting Officer's authorized representative, specifies.

This purchase agreement may be terminated immediately in writing by SCT due to non-performance, theft, vandalism or other conduct by the Contractor's personnel which is contrary to the proper securement of SCT's property.

SCT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor shall only be paid the purchase agreement price for services performed or goods provided in accordance with the manner or performance set forth in this purchase agreement.

If the purchase agreement is terminated in whole or in part for default, SCT 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 SCT 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.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the purchase 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 subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed services or item(s) provided to, and accepted by, SCT shall be at the purchase agreement price. SCT 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 SCT against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of SCT 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.

5. CONTRACT CHANGES

Any proposed change in this contract shall be submitted to SCT in writing for its prior approval.

6. RETENTION OF RECORDS

Contractor shall maintain, for a minimum of three (3) years after the completion of the purchase agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the purchase agreement; the purchase agreement and all books, records, and supporting documents related to the purchase agreement shall be available for review and audit by the Auditor General and the Illinois Department of Transportation (hereinafter "Auditing Parties"); and the Contractor 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 purchase agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. (applies to construction and service contracts).

7. GOVERNMENT INSPECTION

Representatives of the State of Illinois shall have access to the site of construction and shall have the right to inspect all project works. (applies to construction contracts only)

8. FINANCIAL ASSISTANCE

This contract is subject to financial assistance contracts between SCT and the Illinois Department of Transportation.

9. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The District 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 District, 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.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et. seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of any underlying contract, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the 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 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 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 the Federal Transit Administration.

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

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirement apply to this Contract:

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

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor 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 Contractor agrees to maintain same until the Purchaser, 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).

The Federal Transit Administration does not require the inclusion of these requirements in subcontracts.

12. OWNERSHIP OF RECORDS (Service contracts only) SCT shall retain ownership of all plans, specifications, and related documents.

13. FEDERAL CHANGES

The Contractor 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 the District and the Federal Transit Administration, 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 the purchase agreement.

The Master Agreement may be accessed at <[http://www.Federal Transit Administration.dot.gov/documents/15-Master.pdf](http://www.FederalTransitAdministration.dot.gov/documents/15-Master.pdf)> or the printed Master Agreement can be examined in the Administration building of the District, 1616 E. McCord Street, Centralia, IL 62801.

14. CIVIL RIGHTS

The following requirements apply to the underlying contract:

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 Contractor 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 Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.

Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

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 Contractor 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 Contractor 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 Contractor agrees to comply with any implementing requirements the Federal Transit Administration may issue.

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.

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 the Federal Transit Administration may issue.

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE) - To the extent required by federal law, regulation, or directive, the Department encourages all of its Grantees to make a good-faith effort to contract with DBEs. Grantees (excluding transit vehicle purchases) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Department deems appropriate. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
3. The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

- a. "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). 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 this (contract or agreement) or such other remedy as the (Grantee) deems appropriate."
- b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 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 30 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)."

16. 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 Contractor 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.

17. ENERGY CONSERVATION

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. The Energy Conservation requirement extends to all third party Contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

18. CLEAN AIR

Contractor agrees to comply with all applicable regulations, standards or orders implementing the Clean Air Act, as amended, 42 U.S.C. Subsection 7401 *et seq.* In addition:

A. Contractor agrees to comply with applicable requirements of 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. To support the requisite air quality conformity finding for the Project, Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. Contractor further agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the description of the design concept and scope to the Project described in the SIP.

B. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

C. Contractor agrees to comply with the notification of violating facilities requirements 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. Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from Project implementation activity of any subcontractor or itself to FTA and the appropriate U.S. EPA office.

19. CLEAN WATER

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Subsection 1251 *et seq.*

In addition:

- A. Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Subsection 300f *et seq.*
- B. Contractor agrees to comply with the notification of violating facilities requirements 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.
- C. Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from Project implementation activity of any subcontractor or itself to FTA and the appropriate U.S. EPA office.

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

21. FLY AMERICA REQUIREMENTS - 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.

22. CARGO PREFERENCE - Use of United States-Flag Vessels - The contractor agrees: a. *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; b. *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.*) c. *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.*

23. RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

Except as otherwise provided in this IFB or resulting Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by SCT's Managing Director, or his/her delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

This article does not preclude judicial consideration of questions of law. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit, or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

The duties, obligations, rights and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Unless otherwise directed by SCT, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

24. BUY AMERICA (applies to rolling stock, construction and materials/supplies)

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than \$100,000.

The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21, and 49 C.F.R. Part 661, to the extent consistent with MAP-21, 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. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

25. SUSPENSION AND DEBARMENT

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 its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by South Central Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to South Central Transit, 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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

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.

The Contractor and/or subcontractor under a major third party contract),

Name of Contractor/subcontractor

certifies, by submission of this bid, 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 bid.)

The Contractor and/or subcontractor under 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)

FTA Certification regarding Lobbying

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

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 influencing or attempting to influence 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.

(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 section 1352, title 31, U.S. Code (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.

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 Authorized Official

Date

Title of Authorized Official

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

The South Central Illinois Mass Transit District (SCT) is a municipal corporation that contracts with the State of Illinois to provide public transportation to a six county area. SCT's district covers the following Illinois counties: Marion, Clinton, Washington, Jefferson, Franklin and Perry.

All SCT drivers are required to maintain a Commercial Drivers License (with passenger endorsement) and must be able to pass the DOT physical associated with holding the CDL. Prior driving experience is preferred but not required. All newly hired drivers undergo a minimum of 40-hour training course at the beginning of their employment as well as refresher training quarterly and annually. All safety-sensitive employees are required to abide by the FTA-mandated Drug and Alcohol Testing Program.

SCT drivers are required to assist passengers (both ambulatory and wheelchair clients) while boarding and exiting SCT vehicles. Drivers are trained and required to tie-down wheelchairs and operate vehicle wheelchair lifts. All service provided is curb-to-curb unless door-to-door service is specifically requested. Request for door-to-door service must be made at the time of scheduling rides.

SCT drivers work out of six Illinois locations: Centralia and Salem (Marion County), Mt. Vernon (Jefferson County), West Frankfort (Franklin County), DuQuoin (Perry County), Breese (Clinton County) and Belleville (St. Clair County). SCT vehicles are stationed in all six areas.

SCT maintains its own fleet of 149 vehicles with a 6-man maintenance team. All mechanics are ASE certified and also maintain certifications from Ford Motor Company and Chrysler-Daimler. SCT maintains three vehicle maintenance centers – one in Centralia (Marion County), one in Ina (Jefferson County) and one in Breese (Clinton County).

Total number of employees at the time of this solicitation is 155. Breakdown of fulltime vs. part time employees is as follows:

Drivers full time	55	(includes driver supervisors)
Drivers part time	45	
Mechanics full time	6	
Maintenance supervisor	1	
Janitor part time	1	
Building/grounds maint fulltime	1	
Administrative and clerical	36	

SECTION IV
SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT
COMPANY INFORMATION (continued)

In order to promote and instill safety among SCT employees, SCT conducts monthly and quarterly safety meetings with its drivers and dispatchers to discuss any safety concerns arising throughout the month and also covers refresher training per the training curriculum.

SCT maintains an Accident Review Committee that meets after an accident has occurred but no later than 72 hours after an accident has occurred. The Committee is comprised of a Supervisor and two bus operators (selected randomly). Functions of the Accident Review Committee are to:

- ◆ Meet as needed and is chaired by the local County Supervisor;
- ◆ Receive and review accident information and assign accident classification, post accident;
- ◆ Recommend disciplinary action and/or retraining, post accident.

SCT maintains mobile video surveillance systems in all of its vehicle fleet which continues to help improve driver performance, increase passenger and employee safety and reduce the risk of fraudulent claims.

**SECTION V
BID SPECIFICATIONS
WORKERS COMPENSATION INSURANCE**

Procurement: Workers Compensation Insurance

Insured: South Central Illinois Mass Transit District

Policy Period: January 1, 2018, through December 31, 2018

Employers Insurance Liability:

Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Current Classification of Operations / Payroll:

<u>Code</u>	<u>Classification</u>	<u>Payroll</u>
7382	Bus drivers	\$ 2,700,000
8385	Maintenance Staff	\$ 430,000
8810	Administrative Staff	\$ 1,175,000

Carrier shall have a rating of “A” or better by A.M. Best.

Premium shall be billed and payable in twelve monthly installments.

SCT’s most recent experience mod is 1.28 (as provided by current carrier)

South Central Transit’s FEIN is 37-1301939

South Central Transit’s DUNS is 612700757

**SECTION VI
SIGNATURE PAGE / ACKNOWLEDGEMENT OF ADDENDA**

THE UNDERSIGNED agrees to be bound by all applicable state laws and regulations, the accompanying specifications and the SCT's policies and procedures. And further agrees to be bound by amendments to the same.

THE UNDERSIGNED, by submitting a Bid, represents that:

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

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

**WE, THEREFORE, OFFER AND MAKE THIS BID TO SUPPLY WORKERS
COMPENSATION INSURANCE:**

Name of Individual / Interested bidder

Address, City, State, Zipcode

Telephone Number

Fax Number

Email Address

Federal Tax ID Number (FEIN)

Signature of Authorized Official

IL Dept of Human Rights number

Printed Name of Authorized Official

SECTION VII

**BID FORM
SOUTH CENTRAL IL MASS TRANSIT DISTRICT**

WORKERS COMPENSATION INSURANCE

By signing below, Bidder certifies that the product to be supplied meets or exceeds the specifications provided by SCT. Bidder agrees to all terms, conditions and clauses in the IFB, which is incorporated herein by reference. Conditional bids will NOT be accepted. The purchase order, and all referenced inclusions, shall constitute the entire understanding and there shall be no representations, promises, terms, conditions, obligations, warranties or undertakings made other than as set forth in the purchase order and its inclusions.

WORKER COMPENSATION INSURANCE PREMIUM (annual) \$_____

Insurance Company Name _____

Is Company a certified Disadvantaged Business Enterprise? YES NO

If yes, in what state certified? _____

Telephone/Fax

Email (for notification purposes only)

Authorized Representative's Name/Title

Authorized Representative's Signature

Date

IL Dept. of Human Rights #

CHECKLIST OF ITEMS TO BE RETURNED

- _____ Interested Bidders Registration Form – (page 4) return to SCT via email upon downloading the bid package

- _____ Section VI (page 26) Signature page / Acknowledgement of Addenda – complete and return with bid to SCT

- _____ Section VII – (pages 27) Bid form – complete and return to SCT by bid due date

- _____ Section III – (pages 21 and 22) Complete both forms and return with bid to SCT