

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



---

**INVITATION FOR BIDS (IFB)**

**COMMERCIAL AUTO INSURANCE  
AND EXCESS LIABILITY INSURANCE**

**IFB #2024-INS**

**(DUE 10:00 A.M. on Thursday, August 15, 2024)**

**INVITATION FOR BID – COVER PAGE**

Issue Date: June 19, 2024

Title: Commercial Auto Insurance and Excess Liability Insurance

Reference Number: IFB #2024-INS

Issuing and Using Agency: South Central Illinois Mass Transit District  
Attn: Vicki Clift, Director of Finance  
1616 E. McCord Street, Centralia, IL 62801

Bids for furnishing the requested services described herein will be received until:  
**10:00 A.M. on August 15, 2024 (CST)**

All inquiries for information should be directed via email to [vclift@southcentraltransit.org](mailto:vclift@southcentraltransit.org)

**ALL BIDS, WHETHER MAILED OR HAND-DELIVERED, should be sent directly to:  
SOUTH CENTRAL TRANSIT, 1616 E. MCCORD STREET, CENTRALIA, IL 62801.**  
The reference number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the bid package.

In compliance with this Invitation for Bid and to all Conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal.

Name and Address of Firm:

\_\_\_\_\_  
Firm Name Date

\_\_\_\_\_  
Firm Address Firm City, State & Zipcode

\_\_\_\_\_  
Printed Name of Authorized Rep Signature of Authorized Rep

Telephone: ( ) \_\_\_\_\_ Title: \_\_\_\_\_

Fax Number:( ) \_\_\_\_\_ FEIN: \_\_\_\_\_

DUNS Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

IDHR Number: \_\_\_\_\_ (required in order to submit bid – see page 16)

## TABLE OF CONTENTS

<b>Invitation for Bid – Cover Page.....</b>	<b>2</b>
<b>TABLE OF CONTENTS</b>	
DEFINITION OF WORDS AND TERMS.....	5
LEGAL NOTICE.....	7
INTERESTED BIDDER REGISTRATION FORM .....	8
<b>SECTION 1 – INSTRUCTIONS TO BIDDERS</b>	
1-1 Introduction.....	9
1-2 Purpose.....	9
1-3 Bid Submission.....	9
1-4 Basis of Award.....	10
1-5 IFB Schedule.....	10
<b>SECTION 2 – COMPANY INFORMATION</b>	
2-1 Description.....	11
2-2 Drivers / Driver Hiring Practice.....	11
2-3 Driver MVRs.....	11
2-4 Vehicle Maintenance.....	12
2-5 Safety Meetings / Refresher Training .....	12
2-6 Accident Review.....	12
2-7 Mobile Video Surveillance Systems.....	12
2-8 Service Policy .....	12
2-9 Miscellaneous .....	13
<b>SECTION 3 – SCOPE OF WORK / SPECIFICATIONS</b>	
3-1 Specifications Commercial Auto Insurance.....	14
3-2 Specifications Excess Liability Insurance.....	15
<b>SECTION 4 – BID SUBMISSION PROVISIONS</b>	
4-1 Postponement/Amendment and/or Cancellation of IFB.....	16
4-2 Vendor Registration with IL Department of Human Rights...	16
4-3 Rejection of Bid.....	16
4-4 Clarification of Bid.....	16
4-5 Modification or Withdrawal of Bid and Late Bids.....	16
4-6 Errors and Administrative Corrections.....	17
4-7 Collusion.....	17
4-8 Protest Procedures.....	17, 18

SECTION 5 – STATE OF ILLINOIS CONTRACT REQUIREMENTS

5-1 Method of Payment..... 19  
5-2 Contract Period..... 19  
5-3 Financial Assistance..... 19  
5-4 Prohibited Interest of Local Officials..... 19  
5-5 Contract Changes..... 19  
5-6 Subcontracts..... 19  
5-7 Vendor Registration IL Dept Human Rights..... 19  
5-8 Assignment..... 20  
5-9 Retention of Records ..... 20  
5-10 Government Inspection..... 20  
5-11 Indemnification / Insurance..... 20  
5-12 Cost or Price Analysis..... 20

SECTION 6 – FEDERAL CONTRACT REQUIREMENTS

6-1 No Federal Government Obligation to Third Parties..... 21  
6-2 False Statements and Claims / Civil and Criminal Fraud.... 21  
6-3 Access to Third Party Contract Records..... 21  
6-4 Changes to Federal Requirements..... 22  
6-5 Termination..... 22  
6-6 Civil Rights..... 24  
6-7 Disadvantaged Business Enterprise (DBE)..... 25  
6-8 Incorporation of FTA Terms..... 25  
6-9 Debarment and Suspension..... 26  
6-10 Disputes, Breaches, Defaults or other Litigation..... 26  
6-11 Lobbying..... 27  
6-12 Clean Air..... 27  
6-13 Clean Water..... 28  
6-14 Fly America..... 28  
6-15 Energy Conservation..... 28  
6-16 ADA Access..... 28  
6-17 Prohibition on Telecommunications Equipment..... 29

Attachment “A” Vendor Checklist..... 30

Attachment “B” Certifications of Compliance with Federal Lobbying  
Regulations ..... 31

Attachment “C” Certification Regarding Debarment and Suspension..... 32

Attachment “D” Affidavit of Non-Collusion..... 33

Attachment “E” Addendum Page..... 34

Attachment “F” Bid Forms (3).....35, 36, 37

## **DEFINITION OF WORDS AND TERMS**

Words and terms shall be given their ordinary and usually meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of SCT's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by SCT during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by SCT to Contractor, which reflects internal SCT procedures not affecting the contract terms of Scope of Work.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with SCT for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar day.

DBE: Disadvantaged Business Enterprise.

District: The South Central Illinois Mass Transit District

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to SCT.

FTA: Federal Transit Administration.

IFB: Invitation for Bid.

IDOT: Illinois Department of Transportation, Division of Public Transportation

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Proposer or Offeror or Bidder: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Provide: To furnish without additional charge.

SCT: The South Central Illinois Mass Transit District

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or SCT, as applicable, and means that the Contractor or SCT, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Invitation for Bid consisting of written descriptions of Services to be performed, or goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

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

## INVITATION FOR BID

The South Central Illinois Mass Transit District (SCT) solicits bids for Commercial Automobile Insurance and corresponding Excess Liability Insurance for the period of September 29, 2024, through September 29, 2025. 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 June 19, 2024, 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](http://www.southcentraltransit.org).

**SEALED BIDS MUST BE RECEIVED** no later than 10:00 A.M. (Central Standard Time) on August 15, 2024, and should be addressed to:

Vicki Clift  
Director of Finance  
South Central IL Mass Transit District  
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

## INTERESTED BIDDERS REGISTRATION FORM

Date: June 19, 2024

To: Potential Bidders

Subject: Commerical Auto Insurance and Excess Liability 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 via email at [vcclift@southcentraltransit.org](mailto:vcclift@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 potential 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.

Name of Interested Contractor \_\_\_\_\_

Name of Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Street Address / PO Box \_\_\_\_\_

City, State, Zipcode \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address (Mandatory) \_\_\_\_\_

Website Address \_\_\_\_\_

Date of Download \_\_\_\_\_

Sincerely,

Vicki Clift  
Director of Finance



## **SECTION 1 – INSTRUCTIONS TO BIDDERS**

### **1-1 Introduction**

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.

Any and all communication regarding this IFB shall be via email and shall be directed to [yclift@southcentraltransit.org](mailto:yclift@southcentraltransit.org).

The South Central Illinois Mass Transit District (“SCT” or “the District”) is the primary public transportation provider for the Illinois counties of Marion, Clinton, Washington, Jefferson, Franklin and Perry. SCT is a transit authority within the State of Illinois. SCT provides courteous and customer-focused transportation service that connects people to places in an efficient and safe manner.

SCT employs approximately 130 full and part-time employees and operates a variety of transportation modes that includes demand response service, subscription service and deviated fixed route shuttle service. Many of the deviated fixed shuttle routes travel between towns on a regular basis and provide connections to employment, medical and educational opportunities. SCT maintains a fleet of approximately 148 vehicles of various sizes, ranging from mini-vans to 32-passenger paratransit busses. SCT’s vehicle fleet is maintained in-house by ASE certified mechanics. SCT maintains nine facilities throughout its six-county transit district that serve as driver bases and vehicle storage facilities.

### **1-2 Purpose**

The purpose of this Invitation for Bid (IFB) is to request bids from qualified, responsive and responsible individuals or firms for the supply of auto insurance and excess liability insurance for SCT’s vehicle fleet. Initial term of insurance policies will be for a period of one year beginning on September 29, 2024, with an option to renew for four (4) additional one-year terms.

### **1-3 Bid Submission**

The proposer will submit: **One (1) original and One (1) copy of bid**

Original and copy, complete with required signed certifications, will be bound together. The package containing the proposal must be clearly marked with the words “**IFB #2024-INS**”. The District will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

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

The District shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this IFB. All proposals are due **no later than 10:00 a.m. (CST) August 15, 2024.**

**1-4 Basis of Award**

Each bidder shall submit a Best and Final Price for the services described herein. The award of a firm, fixed price for the requested goods/services shall be made to the lowest responsive and responsible bidder meeting specifications.

**1-5 IFB Schedule**

SCT anticipates the following schedule, which is subject to change.

Date of IFB Release	June 19, 2024
Deadline for written questions	July 2, ,2024
SCT Responses to written questions	July 12, 2024
Deadline for IFB Submissions	August 15, 2024

## **SECTION 2 – COMPANY INFORMATION**

### **2-1 Description**

The South Central Illinois Mass Transit District (SCT) is a transit authority (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. SCT also provides contractual services to a not-for-profit agency located in St. Clair County, IL.

### **2-2 Drivers/Driver Hiring Practices**

SCT safety-sensitive employees are required to maintain a Commercial Drivers License (with passenger endorsement) and are required to complete an 80-hour training course at the beginning of their employment as well as refresher training annually. All safety-sensitive employees are required to abide by the Federal Transit Administration (FTA) Drug and Alcohol Testing Program. All drivers are trained in Passenger Assistance, Emergency Evacuations, Defensive Driving, Bloodborne Pathogens, and CPR/First Aid.

SCT drivers are required to offer assistance to passengers (both ambulatory and mobility aid clients) while boarding and de-boarding SCT vehicles. While SCT's policy is to provide curb-to-curb transportation, door-to-door service is available upon request.

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

All SCT drivers are required to hold a Commercial Drivers License (CDL) with Passenger Endorsement and must be able to pass the DOT physical required with possessing the CDL. Prior driving experience is preferred but not required.

### **2-3 Driver MVRs**

SCT requires that after a job offer has been made to a driver applicant, the applicant must obtain his/her driving record from the Secretary of State's office and provide a copy to SCT. A condition of the job offer is to have an acceptable MVR. SCT considers activity on the MVR within the last seven years. Any DUI offense or reckless driving offense reflected on the MVR prohibits hiring of the applicant. Other offenses are considered relative to the date of occurrence and by severity.

## **2-4 Vehicle Maintenance**

SCT maintains its own fleet of 148 vehicles with a 6-man maintenance team. All mechanics are ASE certified and also maintain certifications from Ford Motor Company and Chrysler-Daimler. SCT follows a preventive maintenance schedule that is recommended by the vehicle manufacturer. Pre-trip and post-trip inspections are performed by driver prior to starting a route and upon finishing a route and the inspections are forwarded to the maintenance department for attention to any problems noted.

## **2-5 Safety Meetings / Refresher Training**

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.

## **2-6 Accident Review**

SCT maintains an Accident Review Committee that meets 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.

## **2-7 Mobile Video Surveillance Systems**

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

## **2-8 Service Policy**

SCT's Service Policy describes the various services that SCT offers as well as passenger guidelines. It is attached as a part of this IFB.



**SECTION 3 – SCOPE OF WORK / SPECIFICATIONS**

**3-1 Technical Specifications - Commercial Auto Insurance**

South Central Transit seeks bids for the procurement of commercial automobile insurance to insure its vehicle fleet and excess liability (umbrella insurance) to back the auto insurance policy. **Premiums for auto insurance and excess liability shall be paid in twelve monthly installments OR four quarterly installments.** Following are minimum specifications for the commercial auto insurance and excess liability insurance:

AUTOMOBILE

Liability Combined Single Limit	\$1,000,000
UM/UIM Combined Single Limit	\$1,000,000
Medical Payments	\$ 5,000

If medical payments cannot be provided on any vehicles, this must be specifically stated on this quote.

Please provide bids for both comprehensive deductible options (if possible)

Comprehensive Deductible	\$ 1,000
Comprehensive Deductible	\$ 2,500
Collision Deductible	\$ 1,000

**\*Vehicles 2019 and older do not carry Comp or Collision UNLESS it is a leased vehicle**

Hired or borrowed Auto	\$1,000,000
------------------------	-------------

Liability Coverage

On an “If Any” basis written on a secondary basis

Hired or Borrowed Auto Physical Damage Coverage	\$ 25,000
Comprehensive & Collision Deductible	\$ 1,000

Written on a Secondary Basis

Non-Ownership Liability	\$1,000,000
-------------------------	-------------

Number of Employees 130

No coverage should be quoted with a company rated less than an “A-” according to Best Key Rating Guide.

Schedule of vehicles and drivers are in separate attachments from this bid package.

**3-2 - Technical Specifications – Commercial Excess Liability Insurance**

Retained Limit	\$10,000
Each Occurrence	\$10,000,000
General Aggregate Limit	\$10,000,000

The Umbrella Insurance policy (Commercial Excess Liability) will run concurrently with the Auto Insurance policy and will insure the parameters set forth under Commercial Auto Insurance.

Please refer to the Vehicle Schedule for a listing of current vehicles by location.

## **SECTION 4 – BID SUBMISSION PROVISIONS**

### **4-1 Postponement, Amendment and/or Cancellation of Invitation for Bid**

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

SCT reserves the right to cancel this IFB at any time or change the date and time for submitting bids by announcing same prior to the date and time established for proposal submittal.

### **4-2 Vendor Registration with IL Department of Human Rights (IDHR)**

Any supplier wishing to submit a bid for services or goods 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:

<https://dhr.illinois.gov/public-contracts.html>

### **4-3 Rejection of Bids**

SCT reserves the right to reject any or all bids and waive any minor informalities or irregularities.

### **4-4 Clarification of Bid**

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

### **4-5 Modification or Withdrawal of Bid and Late Bids**

At any time before the time and date set for submittal of bids, a Proposer may request to withdraw or modify its bid. Such a request must be made in writing by a person with authority as identified on the IFB Cover Page, provided their identity is made known and a receipt is signed for the bid. All proposed modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any bid or modification of bid received at



SCT's office designated in the solicitation after the exact time specified for bid receipt will not be considered.

#### **4-6 Errors and Administrative Corrections**

SCT will not be responsible for any errors in bids. Proposers will only be allowed to alter bids after the submittal deadline in response to requests for clarification. SCT reserves the right to request an extension of the bid period from a Proposer or Proposers.

SCT reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the bid.

#### **4-7 Collusion**

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

#### **4-8 Protest Procedures**

##### Pre-Proposal Protests:

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Managing Director as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Managing Director may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Managing Director as the result of a protest, the postponement will be announced through an addendum to the solicitation.

The decision by the Managing Director shall be the final agency decision on the matter.

##### Pre-Award Protests:

With respect to protests made after the deadline for submission of bids/proposals but before contract award by SCT, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process.

Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Managing Director as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by SCT.

The Managing Director, within his or her discretion, may postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SCT shall announce the contract award.

The decision by the Managing Director shall be the final agency decision on the matter.

Requirements for Protests:

All protests must be submitted to SCT in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protester is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by SCT.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), to the Managing Director at the address shown in the solicitation documents.

Protest Response:

The Managing Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SCT will also send a copy of the response to a protest to the Protestor by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by first-class U.S. Postal Service shall be the official SCT response to the protest and SCT will not be responsible for the failure of the Protestor to receive the protest response by either facsimile or electronic mail.

## **SECTION 5 – DISTRICT AND STATE OF ILLINOIS CONTRACT REQUIREMENTS**

### **5-1 Method of Payment**

Contractor shall submit to SCT either monthly invoices or quarterly invoices for payment of insurance policies. SCT shall pay invoices no later than 45 days after receipt of invoice.

### **5-2 Contract Period**

The contract resulting from this IFB shall be in effect from September 29, 2024, through September 29, 2025, with an option to renew for four (4) additional one-year terms.

### **5-3 Financial Assistance**

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

### **5-4 Prohibited Interests of Local Officials**

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

### **5-5 Contract Changes**

Any proposed change in the contract will be submitted to SCT for its prior written approval.

### **5-6 Subcontracts**

The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of the third party or use any materials from the stores of the third party, with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be 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 the South Central Illinois Mass Transit District for approval prior to submittal to IDOT.

### **5-7 Vendor Registration with IL Department of Human Rights (IDHR)**

Any supplier wishing to submit a bid for services or goods 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:

<https://dhr.illinois.gov/public-contracts.html>

**5-8 Assignment**

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

**5-9 Retention of Records**

The Contractor shall maintain records to show actual time devoted and cost incurred for a minimum of three (3) years after the completion of the contract.

**5-10 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).

**5-11 Indemnification / Insurance**

The selected contractor shall indemnify, defend and hold harmless SCT, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and SCT, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this contract, unless the loss or damage is due to the sole negligence of SCT. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.

**5-12 Cost or Price Analysis**

SCT reserves the right to conduct a cost or price analysis for any purchase. SCT may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. SCT may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow SCT to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations.

## **SECTION 6 – FEDERAL CONTRACT REQUIREMENTS**

### **6-1 No Federal 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.

### **6-2 False Statements or Claims/Civil and Criminal Fraud**

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.

### **6-3 Access to Third Party Contract Records**

The Contractor agrees, and assures that each subcontractor, if any, will agree to:

- a) Record retention: The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b) Retention Period: The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records: The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d) Access to the Sites of Performance: The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 § 200.337.

#### **6-4 Changes to Federal Requirements**

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.

#### **6-5 Termination**

##### Termination for Convenience

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

##### Termination for Default (Cause or Breach)

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

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

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

If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the Contracting Officer, or the Contracting Officer's authorized representative may deem appropriate, services similar to those so terminated. The Contractor shall be liable to the District for any excess costs for such similar services and shall continue the performance of this Contractor to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the subcontractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed services or item(s) provided to, and accepted by, the District shall be at the Contract price. The District may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer, or the Contracting Officer's authorized representative, determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the terms of this purchase Contract.

## **6-6 Civil Rights**

Contractor will be required to comply with all Civil Rights requirements. During the performance of this contract, the contractor agrees as follows:

### Nondiscrimination

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

### Equal Employment Opportunity

- 2) In accordance with Title VII of the Civil Rights Act, as amended 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et. Seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, Executive Orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are 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.

#### **6-7 Disadvantaged Business Enterprise (DBE)**

It is the policy of the District and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 SCT deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

The Contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor's receipt of payment for that work from the District. 49 C.F.R. § 26.29

The Contractor must promptly notify the District whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the District.

#### **6-8 Incorporation of FTA Terms**

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.

**6-9 Debarment and Suspension**

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

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, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Bidder knowingly rendered an erroneous certification in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to the District if it learns that any person involved in a covered transaction has been excluded. The District must then provide written notice to the Federal Transit Administration.

**6-10 Resolution of Disputes, Breaches, or Other Litigation**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SCT's Managing Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Managing Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SCT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which SCT is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SCT or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **6-11 Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. §1601, et seq.) – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20 “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

#### **6-12 Clean Air**

For all contracts and subcontracts exceeding \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

### **6-13 Clean Water and Safe Drinking Water**

For all contracts and subcontracts exceeding \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 42 U.S.C. 6901 et seq., and the Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. The Contractor and any subcontractors also agree to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

### **6-14 Fly America**

The Contractor agrees to comply with 49 U.S.C. 401 18 in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients 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.

### **6-15 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, 42 U.S.C. §§ 6321 et seq.

### **6-16 Access Requirements for Persons with Disabilities**

The Contractor agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Contractor also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities

## **6-17 Prohibition on Telecommunications Equipment**

Per 2 CFR 200.216 it is prohibited to procure or enter into a contract for equipment, services, or systems related to the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation,
- Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company,
- Telecommunications or video surveillance services that are provided by such entities or using such equipment, and
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**ATTACHMENT “A” - Vendor Checklist**

(Verification that all necessary documents are included)

This form must be completed and returned with the bid. Failure to return this form may be cause for considering your proposal non-responsive.

	Vendor check-off	SCT check-off
Invitation for Bid Cover Page (pg 1)	_____	_____
A. Vendor Checklist	_____	_____
B. Certification regarding Federal Lobbying Regulations (Attachment B)	_____	_____
C. Certification regarding Debarment and Suspension (Attachment C)	_____	_____
D. Affidavit of Non-Collusion (Attachment D)	_____	_____
E. Addendum Page (Attachment E)	_____	_____
F. Bid Pricing (3 forms)	_____	_____

**ATTACHMENT “B”**

**Certification and Restrictions on Lobbying**

The undersigned certifies to the best of his/her knowledge and belief that:

1. No Federally 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of 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 Federally 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 instruction.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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. 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.

By: \_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official’s Title

**ATTACHMENT “C”**

**Certification Regarding Debarment and Suspension**

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 Part 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 SCT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SCT, the Federal Government may pursue available remedies, including but no 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.

Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 2801 et seq are applicable thereto.

Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT “D”**

**Affadavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer, a partner in the proposal, or an officer or employee of the proposing corporation having authority to sign on its behalf.
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent proposals or competitions.
3. That the contents of this bid proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed \_\_\_\_\_

Company Name: \_\_\_\_\_

Proposer’s Federal Employer Identification Number: \_\_\_\_\_

**ATTACHMENT "E"**

**Addendum Page**

The undersigned acknowledges receipt of the following addenda to this IFB, (include the number and date for each entry).

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Invitation for Bid, which will require rejection of the bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT "F-1" BID FORM**

**COMMERCIAL AUTO INSURANCE \$1,000 Deductible**

By signing below, Bidder certifies that the product or service 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.

**AUTOMOBILE INSURANCE PREMIUM (annual)**

**\$1,000 Deductible**                      \$ \_\_\_\_\_

Any medical payments exclusions                      YES / NO

Insurance Company Name \_\_\_\_\_

Best's Key Rating \_\_\_\_\_

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 #

**ATTACHMENT "F-2" BID FORM**

**COMMERCIAL AUTO INSURANCE \$2,500 deductible**

By signing below, Bidder certifies that the product or services 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.

**AUTOMOBILE INSURANCE PREMIUM (annual)**

**\$2,500 deductible**                      \$ \_\_\_\_\_

Any medical payments exclusions                      YES / NO

Insurance Company Name \_\_\_\_\_

Best's Key Rating \_\_\_\_\_

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 #

**ATTACHMENT "F-3" BID FORM**

**\$10M COMMERCIAL EXCESS LIABILITY INSURANCE**

By signing below, Bidder certifies that the product or services 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.

**\$10M EXCESS LIABILITY INSURANCE PREMIUM (annual)\$** \_\_\_\_\_

Any medical payments exclusions      YES / NO

Insurance Company Name \_\_\_\_\_

Best's Key Rating \_\_\_\_\_

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 #