

SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT
1616 E. McCord Street
Centralia, IL 62801
(618) 532-8076



INVITATION FOR BIDS (IFB)

48-Month Lease Support Vehicles
(1) Sport Utility Vehicle and (2) Minivans

IFB #2023-Vehicle Lease(s)

DUE THURSDAY, FEBRUARY 16, 2023
11:00 A.M. (Central Time)

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 SUPPLIER REGISTRATION FORM
INVITATION FOR BIDS / IFB #2023-Vehicle Lease**

IMMEDIATE NOTIFICATION TO THE SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT IS REQUIRED to ensure that every interested bidder receives subsequent updates, amendments, interpretations, and/or any addenda issued for this IFB. Failure to acknowledge subsequent updates, amendments, interpretations, and /or addenda requirements may result in a rejection of the bid. See SECTION V - ACKNOWLEDGEMENT OF UPDATES, AMENDMENTS, INTERPRETATIONS, AND / OR ADDENDA form that must be completed and submitted with the bid that you provide to the South Central IL Mass Transit District.

Date JANUARY 11, 2023
To: INTERESTED VENDOR
Subject: SUV and MINIVANS 48-Month Lease

To Whom It May Concern:
Find the Invitation for Bids below. If you download this IFB from the South Central Illinois Mass Transit District website, please NOTIFY Vicki Clift, 1616 E. McCord Street, Centralia, IL 62801, via email vclift@southcentraltransit.org, or fax (618) 532-8078 as soon as possible with your complete contact information as follows:

Name of Interested Supplier’s Firm _____
Name of Contact Person _____
Title of Contact Person _____
Street Address/PO Box _____
City, State, Zip _____
Telephone number _____
Fax number _____
E-Mail Address (MANDATORY) _____
Website Address _____
Date of Download _____

Thank you for your interest. We look forward to receiving your bid.

Sincerely,

Vicki Clift
Director of Finance

LEGAL NOTICE

INVITATION FOR BID / IFB #2023-Vehicle Lease(s)

The South Central Illinois Mass Transit District (SCT) is soliciting bids from qualified companies for the supply of a 48-month lease for one (1) sport utility vehicle and (2) minivans. This will be a turnkey procurement and the vendor shall supply the vehicles and the corresponding lease(s). The bid will be evaluated on the lowest price given that meets the specifications.

SEALED BIDS WILL BE RECEIVED AT THE SOUTH CENTRAL IL MASS TRANSIT DISTRICT OFFICE AT 1616 EAST MCCORD STREET, CENTRALIA, IL 62801, IN A SEALED ENVELOPE MARKED “IFB #2023-VEHICLE LEASE” NO LATER THAN 11:00 A.M. (CENTRAL STANDARD TIME) ON THURSDAY, FEBRUARY 16, 2023. BIDS WILL BE OPENED AT 12:00 NOON ON THURSDAY, FEBRUARY 16, 2023, DURING SCT’S BUDGET/FINANCE COMMITTEE MEETING, TO BE HELD AT 100 NORTH LOCUST STREET, CENTRALIA, IL.

IFB documents containing specifications may be obtained from SCT on or after Wednesday, January 11, 2023, 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). Interested firms may also call 618-436-3012 to arrange for mailing.

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

Any contract or purchase order resulting from these Bids is subject to financial assistance contracts between the South Central IL Mass Transit District 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, and the Federal Transit Administration.

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 SCT Board of Directors.

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

**SCHEDULE FOR SUBMISSION OF BIDS
FOR
48-MONTH LEASE OF
SPORT UTILITY VEHICLE &
(2) MINIVANS**

DATE	DESCRIPTION
JAN 11, 2023	Issue Legal Notice / Invitation for Bids
JAN 27, 2023	Last day for bidders to submit written questions or request clarifications
FEB 3, 2023	Last day for SCT to respond to bidder's written questions or request for clarifications
FEB 16, 2023	Bids are due no later than 11:00 a.m. local time
FEB 23, 2023	SCT Board of Directors to approve bid award. The bid docs are then submitted to IDOT for their review and approval. SCT, barring any unforeseen delays, will make an award within ninety (90) calendar days after the bid opening.
JUNE 23, 2023	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 48-month lease of one (1) sport utility vehicle and (2) minivans as outlined in Section IV. The bid will be evaluated based on the lowest Responsive and Responsible bid meeting specifications. The bid may be awarded to two separate vendors. We are asking for a turnkey process – the supply of the vehicles and the corresponding 48-month lease(s).

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)
vclift@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 equipment 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>

SCT is a local government and is a tax-exempt entity. Its FEIN number is 37-1301939 and its tax-exempt number is E9959-3912.

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>District</i>	South Central Illinois Mass Transit District
<i>SCT</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 supply of a 48-month lease for one (1) Sport Utility Vehicle and (2) Minivans. These vehicles will be used as support vehicles in the day-to-day operations of SCT. Vehicle specifications are outlined in Section IV. The contract shall be firm, fixed price for each item. The bid will be evaluated based on the lowest Responsive and Responsible bid that meets specifications. Vendors may bid on one or both vehicle types and their corresponding leases.

4. APPROVED EQUAL

Unless the term “no substitute” is used, SCT’s reference to a brand name, manufacturer, make, or catalogue designation in describing an item in this IFB does not restrict the Bidder to that brand or model, etc. SCT may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, the Bidder is required to furnish the exact item described unless an “approved equal” has been approved and is clearly noted and described in the bid.

5. WARRANTY

No less than the manufacturer’s most favorable warranty offered to commercial customers in the normal course of business shall apply. A copy of such warranty shall be furnished to SCT upon delivery of product(s). The warranty SHALL NOT begin until product(s) has been received, inspected, tested and accepted by SCT.

The warranty, with respect to replaced products and services or parts thereof, shall be equal in duration to the terms of the original warranty and shall run from the date of delivery and acceptance of the corrected or replaced product or service or parts thereof.

6. 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 purchase agreement. Bid summaries may be made available to Bidders after the bid award 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.

7. METHOD OF PAYMENT

The Contractor shall submit an invoice for payment corresponding to the approved lease(s) no later than 45 days after delivery of equipment. Payment will be made within 30 days of SCT's receipt and acceptance of the equipment. The maximum compensation to be paid shall be the bid amount, plus or minus changes approved by SCT. Monthly invoices shall be submitted to SCT for payment throughout the term of the lease(s).

8. ADVANCE PAYMENT PROHIBITED

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

9. CONTRACT PERIOD

The contract(s) resulting from this IFB shall begin at the time of award notification(s) and all equipment procured through this solicitation shall be delivered no later than September 30, 2023. We understand that this may have to be extended due to availability of equipment.

10. DELIVERY / INSTALLATION SCHEDULE

The vehicles leased through this IFB will be used in SCT's daily operations. Delivery of vehicles shall occur between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday to 1616 E. McCord Street, Centralia, IL, 62801. No equipment will be accepted unless complete with the following documents:

- A. Standard 48-month lease document
- B. Owner's Manual
- C. Warranty Certificate if not included in Owner's Manual
- D. Parts and Maintenance/Service Manual

11. ASSUMPTION OF RISK OF LOSS

The Contractor shall assume all risk of loss of any equipment delivered in unsatisfactory condition to SCT property and pursue remediation with the shipper.

12. 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.

13. 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.

14. 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.

15. BASIS OF AWARD

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

16. 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.

17. 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, February 16, 2023, at 11:00 a.m. Central Time. Bids received after this date and time will be returned unopened and shall not be considered for award. The bids will be publicly opened during the SCT Budget / Finance Committee meeting to be held at 12:00 noon on Thursday, February 16, 2023, at the SCT Transportation Center, 100 N. Locust Street, Centralia, IL, 62801.

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

IFB #2023-Vehicle Lease(s)
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

FINANCIAL ASSISTANCE ACKNOWLEDGEMENT

Contracts resulting from procurement solicitations are subject to financial assistance agreements between SCT, the Illinois Department of Transportation, and/or the United States Department of Transportation.

PROHIBITED INTEREST OF LOCAL OFFICIAL

No member, or officer, or employee of SCT, or 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.

INTEREST OF MEMBERS OF CONGRESS

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

CONTRACT CHANGES

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

SUBCONTRACTS

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of SCT. All such subcontracts and agreements shall be approved by SCT.

VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor must provide proof of Registration with the Illinois Department of Human Rights.

ASSIGNMENT

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of SCT. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. SCT reserves the right to accept or reject any such assignment, although SCT acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

RECORD RETENTION

Record Retention: The District shall maintain (and cause its Contractor to maintain), for a minimum of five (5) years after the completion of the Contract (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Contract; the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the District 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 Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

GOVERNMENT INSPECTION

The Contractor shall permit the authorized representatives of SCT, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by SCT, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

AUDIT AND INSPECTION OF RECORDS

The contractor shall permit the authorized representatives to SCT and the State of Illinois to inspect

and audit all data and records of the contractor relating to his performance under the contract.

INSURANCE

Standard Insurance Requirements:

COVERAGE TYPE	LIMITS
Workers Compensation	Statutory Limits for Each Respective State
Auto Liability	\$1,000,000 Combined Single Limit
General Liability	\$1,000,000 Per Occurrence \$2,000,000 aggregate \$2,000,000 Completed Operations
Employer’s Liability	\$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Person
Excess/Umbrella Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

Liability limits can be satisfied with a combination of underlying and/or excess or umbrella coverage. Please note, the above limits are the minimum acceptable to SCT but may need to be changed depending upon the specific requirements of the project owner.

SCT shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with SCT listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement.

NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The District and Bidder 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, Bidder, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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 Contract. 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 Bidder 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 Bidder to the extent the Federal Government deems appropriate.

The Bidder 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 Bidder, to the extent the Federal Government deems appropriate.

The Bidder agrees to include the above two clauses in each subcontractor 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.

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 Bidder 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 Bidder which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Bidder access to Bidder'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 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Bidder 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 Bidder agrees to maintain same until the Bidder, 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.

FEDERAL CHANGES

The Bidder 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 Contract between District and the Federal

Transit Administration, as they may be amended or promulgated from time to time during the term of this Contract. Bidder failure to so comply shall constitute a material breach of the Contract.

The Master Contract may be accessed at: [FTA Master Agreement \(version 28, February 9, 2021\) | FTA \(.dot.gov\)](#) or the printed Master Contract can be examined in the Administration building of the District, 928

South Ninth Street, Springfield, IL 62703. Call (217) 522-6087 and ask for Ms. Michelle Alexander to arrange for examination of this document.

TERMINATION FOR CONVENIENCE

The District may terminate this Contract, in whole or in part, at any time by written notice to the Bidder when it is in the District's best interest. The Bidder shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Bidder shall promptly submit its termination claim to the District for payment. If the Bidder has any property in its possession belonging to the District, the Bidder 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 Bidder, terminate the whole, or any part of this Contract, if the Bidder fails to provide the item(s) or perform the services within the time specified herein or any extension thereof; or if the Bidder 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 of ten (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 Bidder'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 Bidder a Notice of Termination specifying the nature of the default. The Bidder 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 Bidder shall be liable to the District for any excess costs for such similar services and shall continue the performance of this Bidder to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Bidder 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 Bidder. 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 Bidder 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 Bidder 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 to the Bidder 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.

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

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

DISADVANTAGED BUSINESS ENTERPRISES

To be a qualified Disadvantaged Business Enterprise, the person, firm, or entity must be registered as part of the Illinois Unified Certification Program <http://www.dot.state.il.us/ucp/ucp.html> AND listed in the Illinois Unified Certification Program Directory. All other certifications, registrations, or inclusion in another directory, are invalid for purposes of this contract. *POLICY*: It is the policy of the Federal Transit

Administration that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the Disadvantaged Business Enterprise requirements of 49 C.F.R. Part 26 will apply to any agreement awarded for this project.

In connection with the performance of this Agreement, the Bidder shall cooperate with the District in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises and will ensure that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts and subcontracts for this Agreement. It is important to not only identify the Disadvantaged Business Enterprise but to explain how they will be integrated into the proposed work plan.

It is the policy of the District to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions and to encourage Bidder on Department of Transportation assisted contracts to make use of these institutions. Therefore, the District encourages Bidder to use Disadvantaged Business Enterprise financial institutions whenever possible.

Disadvantaged Business Enterprise Obligation: The recipient or its Bidder agrees to ensure that Disadvantaged Business Enterprise as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients or Bidder shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The District and its Bidder shall not discriminate on the basis of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or unfavorable discharge from military service in the award and performance of Federal Transit Administration assisted contracts.

It is the District's intent to maximize the utilization of Disadvantaged Business Enterprises through its Disadvantaged Business Enterprise program. Inclusion of Disadvantaged Business Enterprise participation shall be accounted for in the bid documents. The Bidder to whom this contract is awarded shall not substitute another Disadvantaged Business Enterprise firm for the original listed in the bid without prior written approval of the District's Contracting Officer.

The Bidder or subcontractor shall not discriminate on the basis of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or unfavorable discharge from military service in the performance of this contract. The Bidder shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation assisted contracts.

Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the District deems appropriate.

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 Bidder 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.

SUSPENSION AND DEBARMENT CERTIFICATION

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 requirements to comply with 49 CFR 29 Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid or proposal, the bidder or 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 or 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 or 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 or 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 person involved in a covered transaction has been excluded. The District must then provide written notice to the Federal Transit Administration.

BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products acquired for use in the construction project must be produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in the Federal Acquisition Regulation (FAR) at 48 C.F.R. chapter 1, subchapter D, part 25, subparts 25.1 and 25.2 Recipients can obtain detailed information on FTA's Buy America regulation at the Federal Transit Administration's Buy America website. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the District the appropriate Buy America certification (see attachments) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

BREACHES AND DISPUTE RESOLUTIONS

Disputes - 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 District's Contracting Officer. 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 District Board of Trustees. 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 District Board of Trustees shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the District, 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District 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 the District 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 the District or 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.

LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. 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 contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. 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.

CLEAN AIR

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.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

The 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. 1251 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.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE

The Contractor agrees:

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 cargoliners, 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.

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.)

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.

CONTRACT WORK HOURS and SAFETY STANDARDS

Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages - The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

AIR POLLUTION AND FUEL ECONOMY: Contractor must comply with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

ENERGY CONSERVATION

The Bidder 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 Bidders and their Contracts at every tier and sub-recipients and their sub- Contracts at every tier

RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. These requirements flow down to all contractor and subcontractor tiers.

AMERICANS WITH DISABILITIES ACT (ADA) ACCESS

The Contractor agrees to comply with all applicable requirements of the Americans with Disability Act of 1990 (ADA), as amended, 42 USC § 12101 et seq; section 504 of the Rehabilitation Act of 1973, as amended 29 USC § 794; 49 USC § 5301 (d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

SECTION IV TECHNICAL SPECIFICATIONS & VENDOR REQUIREMENTS

All equipment shall be new and unused, and the latest model offered. Training for the equipment shall be included in the cost. Following are the minimum specifications for the requested equipment. If a requirement cannot be met, please provide an explanation.

Sport Utility Vehicle

Four-wheel drive
V8 engine gasoline
Automatic transmission
7400 GVWR or above
Remote start
Fuel tank capacity 19 gallons or above
Full size spare tire
Fold down 2nd and 3rd row seats
Lane departure alert
Side blind zone alert
Back-up camera
All weather floor mats
Cargo area floor mat
Air Conditioning
Power windows and door locks
Power driver's seat and front passenger seat
Heated and ventilated front seats
Speed control
Exterior color white or black preferred
A minimum of 25,000 miles shall be allowed annually for each vehicle with no penalty.

Two (2) Minivans

V6 engine gasoline
Automatic transmission
Seating for 7 (including driver)
Fuel tank capacity 15 gallons minimum
Lane departure alert
Side blind zone alert
Power windows and locks
Power sliding doors
Power liftgate
Power adjustable front seats
Heated front seats
2nd and 3rd row folding seats (for cargo area)
Rear A/C and heat
Back-up camera
All weather floor mats
Cargo area floor mat

(Minivan Specifications continued)

Exterior color white

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

**SECTION V
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 A VEHICLE LEASE:

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 VI-A
 BID FORM
 SOUTH CENTRAL IL MASS TRANSIT DISTRICT
 48-MONTH LEASE ONE (1) SPORT UTILITY VEHICLE**

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.

<u>Vehicle Yr/Make/Model</u>	<u>TOTAL PER MONTH LEASE COST</u>
	\$
Any additional charges	\$

Delivery timeline from date of acceptance: _____

Warranty on Equipment: _____

The Bidder may attach separate sheet(s) to this form in order to better explain the pricing, warranties, and/or to demonstrate compliance with specifications.

Is Company a Certified Disadvantaged Business Enterprise? Yes No

If yes, in what state certified? _____

 Company Name

 Company Address

 Telephone/Fax

 Email (for notification purposes only)

 Authorized Representative's Name/Title

 Authorized Representative's Signature

 Date

 IL Dept. of Human Rights #

**SECTION VI-B
 BID FORM
 SOUTH CENTRAL IL MASS TRANSIT DISTRICT
 48-MONTH LEASE TWO (2) MINIVANS**

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.

<u>Vehicle Yr/Make/Model</u>	<u>TOTAL PER MONTH LEASE COST</u>
	\$
Any additional charges	\$

Delivery timeline from date of acceptance: _____

Warranty on Equipment: _____

The Bidder may attach separate sheet(s) to this form in order to better explain the pricing, warranties, and/or to demonstrate compliance with specifications.

Is Company a Certified Disadvantaged Business Enterprise? Yes No

If yes, in what state certified? _____

 Company Name

 Company Address

 Telephone/Fax

 Email (for notification purposes only)

 Authorized Representative's Name/Title

 Authorized Representative's Signature

 Date

 IL Dept. of Human Rights #

CERTIFICATION REGARDING LOBBYING

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

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor

understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official\

_____ Name and Title of Contractor's Authorized Official

_____ Date

BUY AMERICA CERTIFICATE OF COMPLIANCE

Solicitation: South Central IL Mass Transit District – Invitation for Bid #2023 -Vehicle Lease(s)

INSTRUCTIONS: Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (NOT BOTH). This Certification MUST BE submitted with the Bidder’s bid response.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)The Bidder or Offeror hereby certifies that it will meet the requirements of 49 U.S.C.5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Printed Name AND Title of Authorized Official

Signature of Authorized Official

Name of Bidding Firm

Date

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)
The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Printed Name AND Title of Authorized Official

Signature of Authorized Official

Name of Bidding Firm

Date

**CERTIFICATION DEBARMENT, SUSPENSION, OTHER
INELIGIBILITY & VOLUNTARY EXCLUSION**

Solicitation: South Central IL Mass Transit District – Invitation for
Bidders Project: #2023- Vehicle Lease(s)

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 EQUALTO, OR GREATER THAN, \$25,000.00.

The Contractor/Subcontractor under a major third-party contract,

(Name of Contractor/Subcontractor)

certifies, by submission of this Proposal, 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 Proposal.

THE CONTRACTOR / SUBCONTRACTOR 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

Federal Employer Identification Number (FEIN)

Data Universal Numbering System (DUNS) Number

Date

DOCUMENTS TO BE RETURNED

- Page 3 **INTERESTED SUPPLIER REGISTRATION FORM**
(return completed form immediately upon download of bid package)
- Page 23 **ACKNOWLEDGEMENT OF ADDENDA** (complete and return)
- Page 24 **BID FORM** (for sport utility vehicle / lease)
- Page 25 **BID FORM** (for 2 minivans / lease)
- Page 26-27 **Lobbying Certificate** (if applicable)
- Page 28 **Buy America Certificate** (if applicable)
- Page 29 **Suspension and Debarment Certificate**
- Vehicle literature and warranty information