
INVITATION FOR BID

FY26 – IFB – 001

for

ROOF REPLACEMENT

for



SOUTH CENTRAL TRANSIT

Services Requested:	Roof Replacement
Contract Type:	Firm Fixed Price
Number of Contracts:	One
Funding Source:	Rebuild Illinois
Date Issued:	March 12 th , 2026
Pre-Bid Meeting:	March 24 th , 2026
Deadline for Questions Regarding this IFB:	March 27 th , 2026
Answers to Questions Posted on Website:	April 3 rd , 2026
Bids Due:	April 16 th , 2026
Tentative Contract Award:	May 4 th , 2026
Anticipated Start Up Date:	May 11 th , 2026

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual 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 South Central Transit’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 South Central during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by South Central Transit to Contractor, which reflects internal SOUTH CENTRAL TRANSIT procedures not affecting the Contract terms or Specifications.

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

Buyer: Individual designated by South Central Transit to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues, and supports the Treasurer during Contract performance.

Change Documentation: A written document agreed upon by South Central Transit, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by South Central Transit, with or without notice to sureties, making changes in the Work within the Scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between South Central Transit and the Contractor for completion of the 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 South Central Transit 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 systematic process of identifying, measuring, and evaluating all direct and indirect costs associated with a project, to help determine if the project costs are fair and reasonable.

Day: Calendar Day.

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 South Central.

DOT: Department of Transportation.

IFB or Solicitation: Invitation For Bid. Also known as the solicitation document.

Final Acceptance: The point when South Central Transit acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

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

Procurement Department: The individual designated by South Central Transit to administer the Contract and be the Contractor's primary point of contact. The Procurement Department will approve orders, receipts, invoices and document the Contractor's performance.

Project Manager: The individual designated by South Central Transit to manage the project on a daily basis and who may represent South Central Transit for Contract administration. This Contract may be part of a larger South Central Transit project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Bidders for information and reference in preparing Bids but not as part of this Contract.

Scope of Work or Statement of Work (SOW): A section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or South Central Transit, as applicable, and means that the Contractor or South Central Transit, 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 Bids consisting of written descriptions of Services to be performed, or the 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.

Submittals: Information that is submitted to the Procurement Department in accordance with the Scope of Work/Specifications.

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.

SECTION 1 - INSTRUCTIONS TO RESPONDENTS

1.1 Introduction

The South Central Illinois Mass Transit District (“SCT” or the “District”) is the primary public transportation provider for the Illinois counties of Marion, Clinton, Jefferson, Washington, Franklin and Perry. SCT is a municipal corporation within the State of Illinois. SCT provides economic, social, and environmental benefits to the communities that it serves through progressive, customer focused, safety-oriented transportation services.

The District employs approximately 135 full and part-time employees and maintains a fleet of approximately 140 vehicles, ranging in size from minivans to 32-passenger buses. Services provided throughout the Transit District include demand response, subscription, deviated fixed route shuttles and contracted services. Transit headquarters is located at 1616 E. McCord Street, Centralia, IL, 62801. A maintenance facility is also located at this address. The SCT Transportation Center is located at 100 N. Locust Street in Centralia, IL. It serves as a scheduling/dispatching base and transfer station for intercity and intra city routes. We maintain facilities in each county that we serve (except Washington Co). These facilities serve as driver bases and bus storage facilities. Another maintenance facility is located in Ina, Illinois, that services the buses of our southern counties.

1.2 Purpose

The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified, responsive, and responsible authorized bidders to provide services to replace the roofs on three buildings in Centralia, IL.

1.3 Bid Submission

The proposer will submit:

- One (1) original
- Four (4) hard copies
- One (1) electronic copy

Original and required copies, complete with all signed certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the bid must be clearly marked with the words “**FY26 – IFB – 001: ROOF REPLACEMENT**” and the time and date bids are due. The District will not accept responsibility for late bids that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The District shall not be responsible for unintentional premature opening of a bid that has not been properly addressed and identified per the instructions included with this IFB. All bids are due **NO LATER THAN 10:00 a.m. (CST), April 16th, 2026.**

1.4 Postponement or Cancellation of Request for Bid

South Central Transit reserves the right to cancel this IFB at any time or to change the date and time for submitting Bids by issuing an addendum prior to the date and time established for bid submittal.

1.5 Bid Signatures

Each Bid shall include a Bid Cover Letter signed by a person authorized to bind the bidding firm to the terms of the Contract. Bids signed by an agent are to be accompanied by evidence of that person’s authority unless such evidence has been previously furnished to South Central Transit.

1.6 Addenda

South Central Transit reserves the right to amend this IFB at any time prior to the Bid Due Date. Any such amendments will be issued as addenda to the IFB and will become part of the IFB. Addenda will be posted exclusively on South Central Transit’s Website. Receipt and review of Addenda by each Bidder must be acknowledged by submitting signed documents as part of the required materials for each Bid submission. Failure to do so may result in the rejection of a Bid, at South Central Transit’s sole discretion.

1.7 Procurement Schedule

The following timeline has been established for this Invitation for Bids:

TASK	DATE
Date Issued:	March 12 th , 2026
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1.8 Inquiries/Questions/Changes to the IFB

The IFB, which includes the procurement schedule, may be obtained by downloading the document from SCT’s website found at <https://southcentraltransit.org/bid-solicitations/>. All interested contractors should complete a Contractor’s Registration Form (contained in the IFB) and submit to the listed person, via e-mail. All questions should be directed to:

Justin Johnson, Capital & Special Projects
 South Central IL Mass Transit District
 1616 East McCord Street
 Centralia, IL 62801
jjohnson@southcentraltransit.org

1.9 Pre-Bid Meeting

South Central Transit staff will host a non-mandatory pre-bid meeting on March 24th, 2026. This meeting will be held in-person at 1616 E McCord St, Centralia, IL. During this meeting, South Central Transit will allow potential proposers to look at the facilities in question.

1.10 Brand Name or Equal Materials and Services

In all cases, services and materials must be furnished as specified. Where brand names, manufacturers, or product names are used in the specifications, they are included for establishing a description of the item. This inclusion is not advocating or prescribing the use of a brand, item, or product. Whenever such names appear, requests for approved equal substitutions will be considered. Vendor's request for approved equals shall include all aspects of product which would document the product's salient features. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Bidder must demonstrate the equality of this product to South Central Transit to determine whether the Bidder's product is or is not equal to that specified.

If potential Bidder believes that their product is equal to the product specified, they must submit a written request to South Central Transit via the e-mail on the provided form by the date indicated on the Procurement Schedule. South Central Transit will either approve or reject the request by the date indicated in the Procurement Schedule. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid may be cause of its rejection.

1.11 Examination of IFB and Contract Documents

Bidders are expected to examine the scope of services required, specifications, schedules, and all instructions. Failure to do so will be at the Bidder's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services which the bidder proposes to furnish must be of high quality in all respects. No advantage will be taken by contractor or bidder in the omission of any part or detail which goes to make the services complete. All manners of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the Bid, whether manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Bid shall constitute an acknowledgment, upon which South Central Transit may rely, that the Bidder has thoroughly examined and is familiar with the solicitation, including any work site identified in the IFB, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to its Bid or to any Contract awarded pursuant to this IFB. No claim for additional compensation will be allowed, which is based on lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

1.12 Cost of Bids

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

1.13 Samples

Samples of items, when called for, must be furnished free of expense. Samples must be labeled with the Bidder's name, manufacturer's brand name and number, Bid number, and item reference. Request for return of samples shall be accompanied by instructions, including shipping authorization and name of carrier, and must be received within ninety (90) days after Bid receipt date. If instructions are not received within this time, the commodities shall be disposed of by South Central Transit

1.14 Modification or Withdrawal of Bids Prior to Submittal Date and Late Bids

A modification of a Bid already received will be accepted by South Central Transit only if the modification is received prior to the Bid Due Date, is requested by South Central Transit, or is made in response to a request for revised Bid. All Bid modifications shall be made in writing and executed and submitted in the same form and manner as the original Bid.

A Bidder may withdraw a bid prior to the bid due date by submitting to South Central Transit a written request for withdrawal executed by the offeror's authorized representative. The withdrawal of a bid does not prejudice the right of a Bidder to submit another bid in the time set for receipt of bids.

Any bid or modification of bid received by South Central Transit after the exact time specified will not be considered.

1.15 Errors and Administrative Corrections

South Central Transit will not be responsible for any errors in Bids. South Central Transit reserves the right to request an extension of the procurement period from Bidders.

South Central Transit 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 Bidder must be initialed by the person signing the Bid.

1.16 Compliance with IFB Terms and Attachments

South Central Transit intends to award a Contract based on the terms, conditions, and attachments contained in this IFB. Bidders are strongly advised not to take any exceptions. However, if there is a business need for an exception, such exceptions should be clearly defined in writing with your Bid. Bidders shall submit Bids which respond to the requirements of the IFB. An exception is not a response to an IFB requirement.

1.17 Bid Requirements / Mandatory Required Documentation

Bids shall contain the following items and follow the exact sequence outlined below. South Central Transit will not respond to any Bidder's request for approval or exception unless the required documentation is furnished.

- A. Cover Letter: Shall identify the bidder, including name, address, and telephone number of appropriate contract person at each company.

- B. Examples of similar projects. Bidders will be required to submit three to five similar projects with contact person and phone number with a similar scope of work completed within the last three years.
- C. Manufacturers specifications and paperwork indicating chosen roofing materials meet specifications within scope of work.
- D. Bid Form – Bidders can submit a bid for only the admin building, only the maintenance building, only the transportation center building, or any combination of the three (3) buildings
- E. Bids shall be valid for at least One Hundred Twenty (120) days. If more than 120 days, please specify.
- F. Equal Opportunity: Requirements and documentation forms must be submitted.
- G. Certification regarding debarment, suspension and other ineligibility and voluntary exclusion (prime and lower tier).
- H. Interested Bidder Form
- I. Addenda Acknowledgement Form
- J. Restrictions on Lobbying Form
- K. Davis Bacon Certification
- L. Insurance and Indemnity requirements
- M. Prompt payment
- N. Bid Affidavit
- O. Conflict of Interest Form
- P. Request For Approved Equal (if requesting Approved Equal, Not Applicable if not requesting)
- Q. Non-Collusion Certification
- R. Signed documents listed as required elements of a responsive bid submission.

NOTE: SCT reserves the right to follow up for line item/element cost breakdown and the bidder will have five (5) business days to respond.

CAUTION: Bidders are advised to submit any additional information as may be necessary to ensure the Bid is complete

1.18 Collusion

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

If South Central Transit determines that collusion has occurred among Bidders, none of the Bids from the participants in such collusion shall be considered. South Central Transit's determination shall be final.

1.19 Pricing and Taxes

The price to be proposed in any Bid will include all items of labor, materials, tools, equipment, delivery, bonds, and other costs necessary to fully meet the requirements of South Central Transit. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

South Central Transit is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Bidders will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

1.20 Rejection of Bids

South Central Transit reserves the right to reject any or all Bids and waive any minor informalities or irregularities.

1.21 Exclusionary or Discriminatory Specifics

South Central Transit agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. South Central Transit further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1.22 Protest Procedures

South Central Transit maintains written procedures that must be followed for all Bidder protests. Bidder protest procedures are available at the office of the Procurement Department. Failure to comply with any of the requirements set forth in South Central Transit's written Bidder protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Bids; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Bids or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or for denying the protest will be transmitted to the protestor prior to the receipt of Bids in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to South Central Transit's procurement web page.

Protests related to the recommendation for Contract award shall be submitted in writing and must be received by South Central Transit within five (5) calendar days after the date such notification is publicly posted or sent to the Bidders, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the Bidder recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Procurement Department may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good causes.

A protestor may file a protest with the FTA only after exhausting all administrative remedies provided by South Central Transit, on the basis described in FTA Circular 4220.1F, Chapter VII, Sec. 1.b.

SECTION 2 - SCOPE OF WORK

2.1 General Requirements

This work shall consist of tear off and disposal of existing roofing material, underlayment (including ice and water shield if previously installed), and any damaged/rotted substrates on which the roof and accessories are to be applied, furnishing, fabricating, assembling and erecting a standing seam metal roof(maintenance building on McCord St.) including all associated hardware required in conformity with the manufacturer's recommendations and the specifications of the building to ensure a watertight installation.

This work shall also consist of tear off and disposal of existing roofing material, underlayment (including ice and water shield if previously installed), and any damaged/rotted substrates on which the roof and accessories are to be applied, furnishing, fabricating, assembling and erecting a EPDM roof including all associated hardware required in conformity with the manufacturer's recommendations and the specifications of the building to ensure a watertight installation on the Admin building on McCord St and Transportation Center at 100 N Locust St.

Work shall include identification and correction (as approved by South Central Transit) of any water penetrations. There are some known water penetration issues. Known issues will be shared during site walk at pre-bid meeting.

2.2 Existing Construction

Admin Building – Rubber roof. Original plans available for inspection

Maintenance Building – Standing seam metal roof. Original plans available for inspection.

Transportation Center – Rubber roof

2.3 Materials

Rubber - Install new EPDM 60(or equivalent to achieve twenty-five(25) year warranty) membrane and related products. Installer must be certified by the manufacturers of the product. Manufacturers installation instructions must be followed. Proper drainage must be met to insure water flow to the roofs existing gutter system. Acceptable manufacturers are - Carlisle SynTec, Firestone Building Products, Johns Manville, Versico. Decking and insulation replaced as needed to meet or exceed building codes.

Metal - roofing shall be double lock standing seam metal roofing, mechanically seamed, galvanized steel with Kynar PVDF finish or equivalent, 24-gauge minimum thickness. The installer shall provide certificates of compliance for the applicable specification. The metal roofing system shall meet the minimum requirements of UL 90 (wind uplift) and ASTM E1646-95 (water penetration). The installer shall provide certificates of compliance for each specification.

New high temperature ice and water shield shall be installed at least 6 feet up from eaves. New synthetic underlayment shall be installed on remainder of substrate in which ice and water shield are not necessary. Peel and stick or fluid-applied flashing shall be added at any roof penetrations that allow it. New boot flashing shall be installed on all plumbing vents.

Prior to installation, the Contractor shall prepare and submit for approval fabrication/shop drawings and field erection drawings showing complete roofing layout and all details including trim, flashing, erection methods, ridge cap, fastening and anchoring methods.

Snow guards (snow breakers) should be installed on all sides. South Central Transit prefers the installation of snow guards to create no penetrations through the roof steel if possible.

All flashing, drip edge, soffits, ridge cap, fascia trim to be replaced with new.

2.4 Construction Details

The installer shall examine all substrates on which the roof and accessories are to be applied and notify South Central Transit staff of any perceived deficiencies. South Central Transit shall approve or deny replacement of substrates as necessary. The underlayment should not be installed until all deficiencies are known by South Central Transit and approval is given to Contractor.

The installer shall have at least two years' experience applying this type of roofing with successful completion of projects of similar scope. The installer shall provide a list of three to five similar projects with a contact person and phone number.

Contractor will be responsible for securing necessary permits and bonding.

The roof system shall be installed according to the manufacturer's instructions. The roof panels shall be fully interlocked for their entire length with adjacent panels and installed with no transverse seams. The panels shall not come in contact with any dissimilar metals that will cause a harmful reaction between metals. The entire installation shall be erected straight and true in accordance with standard construction procedures. All surfaces of the work shall be left in clean condition.

Care shall be taken during handling of panels to prevent bending, twisting, abrasion, scratching, denting, etc. Only minor defects are to be touched-up in the field, as approved by South Central Transit staff. Any damage to South Central Transit property (buildings, lawn and/or landscaping, sidewalks, etc.) is to be repaired by Contractor.

2.5 Warranty

Contractor will provide a minimum Metal - 20-year NDL (No Dollar Limit) warranty for roof materials, with a 5-year warranty for labor. For Metal - the finish on the roof shall have a 30-year warranty for fade and chalking, and a 40-year warranty for cracking, checking or peeling.

Rubber EPDM shall be a minimum of 25-year NDL(No Dollar Limit) warranty for roof materials and labor.

2.6 Schedule of Installation

Contractor shall begin installation as soon as materials and staff become available and begin within a maximum of ninety (90) days from receiving the Notice To Proceed. Coordination with South Central Transit staff may be necessary to access certain areas of the building. Work may need to be completed during inclement weather. Care shall be taken to minimize the impact on South Central Transit business operations as we intend to conduct operations while work is being completed. South Central Transit office workers

operate Monday – Friday. Vehicles entering and exiting buildings up to seven (7) days a week. Bidder shall provide a mitigation strategy for working during operating hours and inclement weather.

2.7 Reference Photos

1616 E McCord St
Admin & Maintenance
Buildings
Google Maps Image



100 N Locust St. Transportation Center. Google Maps Image



SECTION 3 - CONTRACT AWARD

3.1 General

Bids will be selected using the procurement process of the lowest dollar cost explained herein. Offerors are hereby on notice that the lowest dollar cost Bid may not always be awarded the contract. Any and all deviations, clarifications, reservations, and additional or contradictory terms included in a Bid may result in rejection, at South Central Transit's discretion. Further, South Central Transit reserves the right to waive minor defects or irregularities in a Bid.

South Central Transit shall employ a firm fixed unit price contract or contracts in making the award for this procurement. The contract(s) shall be awarded to the lowest responsive and responsible Bidder based on the lowest price per building.

3.2 Eligibility for Award

To be eligible for award, Bidders must be responsive and responsible.

- A. A Responsive Bidder is those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Bidders are those prospective Bidders who, at a minimum, must:
 - a. have sufficient financial strength and resources and capability to finance the work to be performed and complete the contract in a satisfactory manner.
 - b. comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - c. have a satisfactory performance and integrity on past and current contracts. Examples of ways to demonstrate this are references from past and current clients.
 - d. have necessary technical capability to perform.
 - e. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - f. are qualified as a manufacturer or regular provider of the equipment being offered.
 - g. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.3 Single Bid Response

If only one Bid is received in response to the IFB, a sample of three (3) Bids, if available, awarded to the Bidder within the past two (2) years may be requested of the single Bidder. A cost analysis and evaluation and/or audit may be performed of the cost Bid in order to determine if the price is fair and reasonable.

3.4 Contract Award

A. Award is based on lowest responsive bid for each building (i.e., lowest cost for each building meeting all requirements)

B. Contract award will occur when South Central Transit signs the Contract. No other act of South Central Transit shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed.

3.5 Execution of Contract and Notice to Proceed

Upon authorization by South Central Transit's Board of Trustees, or designee, a Contract will be issued. The Bidder to whom South Central Transit intends to award the Contract shall sign the Contract and return it to South Central Transit. Upon receipt by South Central Transit of any required documentation and submittals by Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order, if appropriate may serve as the Notice to Proceed.

3.6 Public Disclosure of Bids

South Central Transit is subject to the Illinois Freedom of Information Act. Therefore, the contents of this IFB and the Contractor's Bid submitted in response to this IFB shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all Bids submitted to South Central Transit will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's Bid, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Illinois FOIA. It is South Central Transit's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of South Central Transit.

SECTION 4 - STANDARD CONTRACTUAL TERMS & CONDITIONS

4.1 State of IL Required Clauses

Access to Records

Contractor shall make books, records, related papers, supporting documentation and personnel relevant to this contract available to authorized SCT representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Buyer's Inspector General, and any other person as may be authorized SCT (including auditors), by the State of Illinois at all reasonable times of the normal business day. Contractor shall cooperate fully in any such audit or inquiry. This applies to all third party contract records (at any tier), as required.

Accounting Records

Contractors and their subcontractors must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-funded Contract. Accounting records must contain information pertaining to state-funded awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly.

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's acceptance shall not be unreasonably withheld.

Audit

SCT or the State of Illinois may, at its sole discretion and at its own expense, perform a final audit of the public funds used in this Contract (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of Contract expenses and for Contract closeout purposes. The Contractor agrees to implement any audit findings contained in the State's authorized inspection or review, final audit, the State's independent audit, or as a result of any duly authorized inspection or review. The records and supportive documentation for all completed Contracts are subject to an on-site audit by the Illinois Department of Transportation, Bureau of Investigation and Compliance. The Bureau of Investigation and Compliance reserves the right to inspect and review, during normal working hours, the Workpapers of the independent auditor in support of their audit. Failure to comply can result in payment being withheld until compliance is met.

Bonding

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to SCT. The amount of such guaranty shall be equal to five percent (5%) of the total bid price.

In submitting this bid, it is understood and agreed by bidder that SCT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of SCT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his/her bid within [90] days after the bid opening without the written consent of SCT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided herein, it shall forfeit its bid guaranty to the extent SCT's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense SCT for the damages occasioned by default, then the undersigned bidder agrees to indemnify SCT and pay over to SCT the difference between the bid guarantee and SCT'S total damages so as to make SCT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of one hundred percent (100%) of the Contract value is required by the Contractor to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to SCT within ten (10) business days from Contract execution. SCT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to SCT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. SCT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in contract price. SCT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond. If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by SCT if:

1. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at

least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. SCT will not accept a Letter of Credit from an entity other than a bank.

2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. SCT is identified as the Beneficiary.
5. It is in an amount equal to one hundred percent (100%) of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between SCT and the Contractor, and the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to SCT as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to SCT and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

Contract Changes

Any proposed change to this contract shall be submitted to SCT and shall be approved in writing by SCT prior to the Contractor performing any work or incurring any costs related to the change.

Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Equal Employment Opportunity

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

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Financial Assistance Acknowledgement

Contracts resulting from this solicitation are subject to financial assistance agreements between SCT and the Illinois Department of Transportation.

Illinois Prevailing Wage

Contractor certifies that the construction of fixed works which are financed in whole or in part with funds provided by this Contract shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the Act exempt it. In the performance of the Contract, not less than the prevailing rate of wages as applicable, shall be paid to all laborers, workers, and mechanics performing work under the Contract and requiring all bonds of subcontractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

Illinois Works

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For projects with an estimated total cost of \$500,000 or more, the contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The contractor must ensure compliance for the life of the entire contract and will be required to report on and certify its compliance.

Insurance

"The Contractor and their subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to SCT and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount

required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.

2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.

3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:

- a. Operations - Premises Liability;
- b. Independent Contractor's Liability;
- c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
- d. Products Liability;
- e. Completed Operations Liability;
- f. Personal Injury Liability, including claims arising from employees of the contractor; and
- g. Broad Form Property Damage Liability.

4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold SCT harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, SCT reserves all claims or rights of action against the Contractor as may be required in the best interests of SCT. 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. The Contractor's insurer shall agree to give SCT a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage. The

Contractor and all of its insurers shall waive all rights of recovery or subrogation against SCT and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to SCT of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. SCT reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

Intellectual Property Hold Harmless

Upon request by SCT, the Contractor agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless SCT against any liability, including costs and expenses of SCT's officers, employees, and agents acting within the scope of their official duties. The Contractor will not be required to indemnify SCT for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

Liquidated Damages

If the Contractor fails to achieve Substantial Completion as provided herein, liquidated damages, if any, shall be assessed as set forth below.

Failure to complete the work on time: Time is of the essence to the contract. Should the Contractor fail to substantially complete the work within the calendar days stipulated or on or before the substantial completion date stipulated or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to SCT the quotient of (Dollar value of contract / Calendar days in contract term) per work day (Monday – Friday, excluding holidays), not as a penalty but as liquidated damages, for each work day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to substantially complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This amount of deduction establishes the cost of delay to account for costs, e.g., administration, engineering, inspection, and supervision, during periods of extended and delayed performance. The costs of delay represented by this amount are understood to be a fair and reasonable estimate of the costs that will be borne by SCT during extended and delayed performance by the Contractor of the work, correction of work improperly completed, or repair of work damaged as a result of the actions or negligence of the Contractor. The liquidated damages amount specified will accrue and be assessed for each work day that the work remains incomplete in accordance with the terms of the contract. SCT will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner. If the

monies due the Contractor are insufficient or no money is due the Contractor, then the Contractor shall pay the Owner the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by SCT.

Lobbying

Improper Influence. Contractor certifies that no Contract Funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any Agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment or modification of any Agreement, grant, loan or cooperative Agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

Lobbying Costs. Contractor certifies that it is in compliance with the restrictions on lobbying using state grant funds as set forth below:

- (a) Any attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
- (b) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;
- (c) Any attempt to influence the introduction of Federal or state legislation, the enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity), the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; and
- (d) Any government official or employee in connection with a decision to sign or veto enrolled legislation.

Procurement Lobbying. Contractor warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Contractor and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Nondiscrimination

Contractor agrees to comply with the following nondiscrimination policies of the State of Illinois, and agrees to include this requirement in all subcontracts made pursuant to this Contract:

(A) Freedom from Unlawful Discrimination. To secure for all individuals within Illinois the freedom from discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, reproductive health decisions, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations, including in elementary, secondary, and higher education.

(B) Freedom from Sexual Harassment-Employment and Elementary, Secondary, and Higher Education. To prevent sexual harassment in employment and sexual harassment in elementary, secondary, and higher education.

(C) Freedom from Discrimination Based on Citizenship Status-Employment. To prevent discrimination based on citizenship status in employment.

(C-5) Freedom from Discrimination Based on Work Authorization Status-Employment. To prevent discrimination based on the specific status or term of status that accompanies a legal work authorization.

(D) Freedom from Discrimination Based on Familial Status or Source of Income-Real Estate Transactions. To prevent discrimination based on familial status or source of income in real estate transactions.

(E) Public Health, Welfare and Safety. To promote the public health, welfare and safety by protecting the interest of all people in Illinois in maintaining personal dignity, in realizing their full productive capacities, and in furthering their interests, rights and privileges as citizens of this State.

(F) Implementation of Constitutional Guarantees. To secure and guarantee the rights established by Sections 17, 18 and 19 of Article I of the Illinois Constitution of 1970.

(G) Equal Opportunity, Affirmative Action. To establish Equal Opportunity and Affirmative Action as the policies of this State in all of its decisions, programs and activities, and to assure that all State departments, boards, commissions and instrumentalities rigorously take affirmative action to provide equality of opportunity and eliminate the effects of past discrimination in the internal affairs of State government and in their relations with the public.

(H) Unfounded Charges. To protect citizens of this State against unfounded charges of prohibited discrimination in employment, real estate transactions, financial credit, and public accommodations, including in elementary, secondary, and higher education.

Prohibited Interest of Local Official

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

Retainage

SCT will withhold retainage on construction contracts as allowed under Public Act 103-0570. Prior to the completion of fifty percent (50%) of the contract, SCT will not withhold retainage from any payment in an amount in excess of ten percent (10%) of any payment made prior to the date of completion of fifty percent (50%) of the contract, if a bond or bond substitute (as required by Public Act 103-0570) has been provided by the Contractor. When the contract is fifty percent (50%) complete, SCT shall reduce the retainage so that no more than five percent (5%) is held. After the contract is fifty percent (50%) complete, no more than five percent (5%) of the amount of any subsequent payments made under the contract will be withheld as retainage.

Prior to the completion of fifty percent (50%) of the contract, the contractor and their respective subcontractors shall not withhold from their subcontractors retainage in excess of ten percent (10%) of any payment made prior to the date of completion of fifty percent (50%) of the contract. When the contract is fifty percent (50%) complete, the contractor and its subcontractors shall reduce the retainage so that no more than five percent (5%) is withheld from their respective subcontractors.

After the contract is fifty percent (50%) complete, the contractor and its subcontractors shall not withhold more than five percent (5%) of the amount of any subsequent payments made under the contract to their respective subcontractors.

Retention of Records

Contractor shall maintain for six (6) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this contract. If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

Subcontracts

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

Termination for Convenience

SCT may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. 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 be paid by SCT. If the Contractor has any property in its possession belonging to SCT, the Contractor will account for the same, and dispose of it in the manner the SCT direct(s).

Termination for Default (Cause or Breach)

SCT 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 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 SCT due to nonperformance, theft, vandalism or other conduct by the Contractor's personnel which is contrary to the proper securement of SCT's real or intellectual property.

SCT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor shall only be paid the 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, SCT may procure, upon such terms and in such manner as the Contracting Officer, or the Contracting Officer's authorized representative may deem appropriate, services similar to those so terminated. The Contractor shall be liable to SCT for any excess costs for such similar services and shall continue the performance of this Contractor to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the 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, SCT shall be at the Contract price. SCT may withhold from amounts otherwise due to the Contractor for such completed supplies such sum as the Contracting Officer, or the Contracting Officer's authorized representative, determines to be necessary to protect SCT against loss because of outstanding liens or claims of former lien holders.

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

Warranty of Construction

A warranty of construction will normally be provided for construction projects. Construction warranties will follow the requirements of Section 2.5 of this procurement, from the date of each Project completion, as evidenced by the date of final acceptance of the work. At a minimum, the Contractor warrants that work performed under any contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the Contractor or any of its subcontractors or suppliers. SCT shall be entitled to all warranties as provided by law. Under this warranty condition, the Contractor shall remedy at its own expense any such failure to conform, or any such defect. Nothing in the above intends or implies that

this warranty provision shall apply to work which has been abused or neglected by SCT. The Contractor shall not limit or exclude any implied warranties, and any attempt to do so shall render a contract voidable at the option of SCT. The Contractor warrants that the goods and equipment furnished will conform to the specifications, drawings, plans, descriptions or requirements noted in the solicitation or submittal packages, and any subsequent contract or agreement, as amended. The Contractor warrants that any construction services, work, or materials purchased by SCT will conform to the standards promulgated by the U.S. Department of Labor, under the Occupational Safety and Health Act (OSHA) of 1970. Construction warranties may be covered in further detail by the Construction Specifications (Section 2.5) of a given solicitation package.

SECTION 5 - SPECIFIC CONTRACTUAL TERMS & CONDITIONS

5.1 Contract

A contract shall be issued referencing this solicitation. The contract shall define and authorize the work by Contractor based on the prices agreed to by South Central Transit. The contract issued by South Central Transit may reflect agreed to modifications of the contract terms, funding, or other matters subject to South Central Transit Terms and Condition: Contract Changes.

A contract resulting from this solicitation will be structured as a Firm Fixed Price contract. The contract will be awarded to the offeror whose bid is deemed to be the lowest responsive and responsible bid.

5.2 Contract, Contract Documents, and Precedence

The documents (including portions of the solicitation) and material therein, listed below constitute the complete contract (referred to throughout the solicitation as the "Contract") between South Central Transit and Proposer are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- a. Any required federal regulations that may not be altered by South Central Transit.
- b. Purchase order (or Agreement).
- c. Contract amendments.
- d. Solicitation and all issued addenda and approved equals.
- e. Any optional federal regulations elected by South Central Transit as expressly set forth herein.
- f. Clarifications of and amendments to Contractor's Bid as accepted by South Central Transit; and Contractor's Bid and Attachments, and all clarifications and amendments issued prior to contract award.

5.3 Contract Term

The term of any Contract arising from this IFB shall begin upon issuance of the notice to proceed. The end date shall be one calendar year after notice to proceed.

5.4 Contract Extension

South Central Transit reserves the right to extend the term of any contract resulting from this IFB. Any extension will be in writing.

5.5 Contract Award

Contract award will occur when South Central Transit signs the Contract. No other act of South Central Transit shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document and all included Terms and Conditions documents but will not be the authorization for Contractor to proceed. South Central Transit will execute a contract for the initial term and may award options at the end of the initial agreement if options are included as part of this IFB.

5.6 Execution of Contract and Notice to Proceed

Upon authorization by South Central Transit's Board of Trustees, or designee, a Contract will be issued. The Proposer to whom South Central Transit intends to award the Contract shall sign the Contract and return it to South Central Transit. Upon receipt by South Central Transit of any required documentation and submittals (bonds, insurance, etc.) from Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order, if appropriate, may serve as the Notice to Proceed.

5.7 Bonding, Retainage, and Liquidated Damages Requirements

For Bonding & Guarantee requirements, refer to Section 4, under the Bonding heading.

For Retainage requirements, refer to Section 4, under the Retainage heading.

For Liquidated Damages requirements, refer to Section 4, under the Liquidated Damages heading.

SECTION 6 - REQUIRED FORMS

6.1 Required Forms

Forms listed below are required to be completed and returned as part of a responsive bid. A copy of each form follows this page.

Interested Bidder Form

Addenda Acknowledgement form

Bid Affidavit

Bid Form

Certification regarding debarment, suspension, and other ineligibility and voluntary exclusion

Davis Bacon Certification

Prompt Payment Form

Insurance and Indemnity Requirements Form

Restrictions on Lobbying Form

Equal Opportunity Form

Non-Collusion Affidavit

Conflict of Interest Form

INTERESTED BIDDERS REGISTRATION FORM

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** Justin Johnson at 1616 E. McCord Street, Centralia, IL 62801, or via email at jjohnson@southcentraltransit.org, or via fax at 618-532-8078, as soon as possible with your complete contact information.

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

Name of Interested Contractor

Name of Contact Person

Title

Street Address / PO Box

City, State, Zipcode

Telephone Number

Fax Number

Email Address

Website Address

Date of Download



BID / PROPOSAL AFFIDAVIT

The undersigned hereby declares that they have carefully read and examined the solicitation, scope of work, specifications, terms, and all other requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that the Contractor will enter contract negotiations for said provision of goods and/or services, as specified, using the costs identified herein, as the basis for those contract negotiations.

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID/PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID/PROPOSAL FOR THE CONTRACTOR.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____

State of _____

County of _____

Sworn to and subscribed before me by _____ on this _____ day of

_____, 20 ____.

NOTARY PUBLIC: _____

COMMISSION EXPIRATION: _____

BID FORM
SOUTH CENTRAL IL MASS TRANSIT DISTRICT

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 agreement, 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 agreement and its inclusions. A bidder may submit a bid for any combination of building locations. If needed, additional sheets can be attached to further explain costs, warranty, or discounts.

Project

Bid Amount

Admin Building
(1616 E McCord Centralia, IL 62801)

Maintenance Building
(1616 E McCord Centralia, IL 62801)

Transportation Center
(100 N Locust St Centralia, IL 62801)

Company Name

Telephone/Fax

Email (for notification purposes only)

Authorized Representative's Name/Title

Authorized Representative's Signature

Date



CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned, an official of the Bidder/Proposer stated below, certifies to the best of its knowledge and belief, that if and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid/proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this bid/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid/proposal)

THE UNDERSIGNED 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.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____

State of _____

County of _____

Sworn to and subscribed before me by _____ on this _____ day of _____, 20 _____.

NOTARY PUBLIC: _____

COMMISSION EXPIRATION: _____

DAVIS BACON / ILLINOIS PREVAILING WAGE CERTIFICATION

The Contractor certifies compliance with the requirements of 49 U.S.C. 5333(a), the Davis-Bacon Act, 40 U.S.C. 276a through 276a(7)), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5, and Illinois Prevailing Wages on State Project Act in the performance of this Contact.

Contractor agrees to pay employees performing work pursuant to the Contract at a rate not less than the minimum wages specified in the applicable wage determination issued by the U.S. Secretary of Labor, and to pay said wages not less frequently than once a week.

The Contractor agrees to submit certified payrolls, on the U.S. Department of Labor Payroll Form WH347, for this project. This form can be found at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>. Each submission shall have the applicable wage determination attached thereto.

South Central Transit will not process invoices that are not in compliance with this Section or these regulations. South Central Transit's failure to process improperly submitted invoices as set forth herein does not relieve the Contractor from payment due to subcontractors pursuant to the Contractual Terms and Conditions of this contract.

Certified payrolls (with the applicable wage determination attached) shall be sent with each invoice to one of the following:

South Central Transit
Procurement Director
1616 E Mccord St.
Centralia, IL 62801

ap@southcentraltransit.org
jjohnson@southcentraltransit.org

Contractor hereby certifies compliance with wage regulations and invoice submission requirements.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____

PROMPT PAYMENT AFFIDAVIT

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

1. The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from Connect Transit for that work.
2. The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after Connect Transit has released retainage to the Contractor for that portion of the work.
3. The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by Connect Transit's General Manager or his/her authorized representative.
4. The undersigned understands and agrees that Connect Transit will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services, they have performed under all previous payment requests, as evidenced by the filing with Connect Transit the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

THE UNDERSIGNED SOLEMNLY DECLARES AND AFFIRMS UNDER PENALTY OF PERJURY THAT THE ABOVE AND FOREGOING ARE TRUE AND CORRECT, AND THAT THEY ARE AUTHORIZED ON BEHALF OF THE CONTRACTOR TO SIGN THIS AFFIDAVIT.

THE UNDERSIGNED SOLEMNLY DECARES AND AFFIRMS UNDER PENALTY OF PERJURY THAT NO SUBCONTRACTOR WILL BE USED IN THE PERFORMANCE OF THE WORK OR SERVICES AND, AS SUCH, THE STATUTORY PROMPT PAYMENT REQUIREMENTS ARE INAPPLICABLE. THE UNDERSIGNED FURTHER DECLARES THAT THEY ARE AUTHORIZED ON BEHALF OF THE CONTRACTOR TO SIGN THIS AFFIDAVIT.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____

INDEMNITY AND INSURANCE REQUIREMENTS

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to South Central Transit. By agreeing to perform the work or submitting a bid, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by South Central Transit.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to South Central Transit and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be:
 - a. all the Insurance coverage and limits carried by or available to the Contractor; or
 - b. the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to South Central Transit.
3. Contractor shall furnish South Central Transit with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to South Central Transit before work begins. South Central Transit reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend South Central Transit, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of South Central Transit by or involving South Central Transit, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against South Central Transit for South Central Transit's own negligence or fault.

INSURANCE

All insurance required except for worker's compensation shall be endorsed to add South Central Transit, its officials, Board members, employees, agents, and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days written notice of cancellation.

(SIGNATURES ON NEXT PAGE)





I have read and understand the above requirements and agree to be bound by them for any work performed for South Central Transit.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____



CERTIFICATION OF RESTRICTIONS ON LOBBYING

The 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.

THE UNDERSIGNED 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.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____



CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS

This certification is required pursuant to Illinois Human Rights Act (775 ILCS 5/). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER *(Include Zip Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

 Yes

 No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

 Yes

 No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

 Yes

 No

 None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

 Yes

 No

NAME AND TITLE OF SIGNER *(Please Type)*

SIGNATURE

DATE



NON-COLLUSION AFFIDAVIT

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

1. That I am the bidder/proposer (if the bidder/proposer is an individual), a partner in the bidder/proposer (if the bidder/proposer is a partnership), or an officer or employee of the bidding/proposing corporation having authority to sign on its behalf (if the bidder/proposer is a corporation);
2. That the attached bid/proposal has been arrived at by the bidder/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 Bids/Request for Proposal, designed to limit independent bids/proposals or competition;
3. That the contents of this bid/proposal have not been communicated by the bidder/proposer or its employees or agents to any person not an employee or agent of the bidder/proposer or its surety on any bond furnished with the bid/proposal, and will not be communicated to any such person prior to the official opening of the bid/proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____

State of _____

County of _____

Sworn to and subscribed before me by _____ on this _____ day of _____, 20 _____.

NOTARY PUBLIC: _____

COMMISSION EXPIRATION: _____

CONFLICT OF INTEREST CERTIFICATION

No employee, officer or member of the Board of Trustees of South Central Transit shall solicit or be a party, directly or indirectly, to any contract between him/herself and any firm of which he/she is a partner, member, or employee. Kinship shall extend to all parents, children, grandparents, grand-children, uncles, aunts, first cousins, nephews, or nieces whether related by marriage or blood.

The contractor shall indicate below the names and kinship between the officers and/or principal beneficiaries of the firm bidding on this solicitation and any South Central Transit employee, officer or board member who may exercise any discretion over the letting, evaluating, awarding, or administering of this solicitation and resulting contract:

PLEASE INDICATE ANY RELATIONSHIPS BELOW. IF NONE EXIST, PLEASE SUBMIT THIS FORM INDICATING "NONE EXIST" BELOW.

Name	Kinship

AUTHORIZED OFFICIAL: _____

TITLE: _____

FIRM NAME: _____

SIGNATURE: _____

DATE: _____

REQUEST FOR APPROVED EQUAL

The Bidder shall complete this form and submit it with all the requested documentation to support their request for an approved equal, if needed. Requests for approved equals must be received by South Central IL Mass Transit District (SCT) in writing no later than the deadline specified in this package. Requests for approved equal or protest of the specification must be fully supported with technical data, test results or other information as evidence that the substitute offered is equal to or better than the specifications' requirements. Completed form shall be emailed to jjohnson@southcentraltransit.org.

Approved Equal ID:

Manufacturer:

Submitted By:

SCT required that all prospective bidders completely fill out and attach this form with every specification item requested for an "approved equal". Any further information, which may be useful in reviewing such a request, should be attached to this form.

1. Description of Proposed Approved Equal:

2. Purpose or reason for request:



3. How does the Approved Equal meet or exceed requested features:

4. Does this proposed Approved Equal request meet all applicable Federal, State and Local laws and regulations?

Yes

No

If no, please explain

5. Benefits to SCT

Please be sure to attach documentation necessary to support your request to this form.

Name of Bidder:

Address of Bidder:

Signature: _____

Printed Name:

Title:



SECTION TO BE COMPLETED BY SCT:

Request for Approved Equal:

APPROVED

DENIED

By:

Its:

Date:

