

**SHAWNEE MASS TRANSIT DISTRICT
BID – Security Camera System for Buses/Vans**

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ADVERTISEMENT FOR BIDS

Notice is hereby given that the Shawnee Mass Transit District (SMTD) will receive bids for Transit/Van Security Camera Systems from January 12, 2016 to February 20, 2016.

Requests for specifications, requirements and contract documents should be submitted to:

Shawnee Mass Transit District
Attn: Maureen A. Mann
100 Smart Drive
Vienna, Illinois 62995

Bids must be enclosed in a sealed envelope clearly marked on the outside; "BID – SMTD BUS/VAN SECURITY CAMERA SYSTEM" and delivered to the above address. Faxed or emailed bids will not be accepted. All bids received will be publically opened and read aloud at 3:00 P.M. on February 20, 2016 at the Shawnee Mass Transit District Office, 100 Smart Drive, Vienna, Illinois 62995. Late bids will not be accepted and will be returned unopened to the bidder.

SMTD reserves the right to accept and bid or any parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation.

Any contract resulting from this advertisement is subject to financial assistance contracts between SMTD and the Illinois Department of Transportation.

Contractors will be required to comply with all applicable Equal Opportunity laws and regulations. Certified Disadvantaged Business Enterprises are encouraged to participate in any procurement opportunity with SMTD. SMTD will not discriminate of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service in the participation or performance of any resulting contract or agreement.

**SHAWNEE MASS TRANSIT DISTRICT
BID – BUS/VAN SECURITY CAMERA SYSTEMS**

Instructions to Bidders

1.0 GENERAL

1.1 TERMINOLOGY:

- A. The terms “District”, “SMTD” or Purchaser shall be construed to be the same as “Shawnee Mass Transit District”.
- B. The terms “Contractor” and “Vendor” shall be construed to be the same as “Bidder”.
- C. The term “Contract Documents” shall be construed to be the same as “Bid Packet”.

1.2 NOTICE TO BIDDERS

The Notice to Bidders contains contract requirements and additional information necessary to Bidders. A copy of the Notice is attached and is to be considered a part of the instructions to Bidders as if fully repeated herein.

1.3 Description of Bus/Van Security Camera System

The complete specifications for the Bus/Van Security Camera Systems to be procured by SMTD are included in the Attachments.

2.0 CONTRACT DOCUMENTS

2.1 OBTAINING CONTRACT DOCUMENTS

- A. All Bids shall be in accordance with the contract documents, which are on file and Available from the SMTD Office at 100 Smart Drive, Vienna, Illinois 62995.
- B. The following documents shall constitute the Contract Documents:
 - 1. Advertisement for Bids
 - 2. Instructions for Bidders
 - 3. Notice to Bidders
 - 4. Bid Form
 - 5. Specifications
 - 6. Purchaser/Contractor Agreement (To be included upon execution.)

2.2 EXAMINATION OF CONTRACT DOCUMENTS:

- A. Examination of Proposed Contract Documents
 - 1. Prospective bidders must examine the Contract Documents carefully, and before bidding, must request in writing from the specified SMTD contact person listed under "Questions" in the Notice to Bidders, any interpretation or correction of *every* apparent ambiguity, inconsistency, error or omission therein. Such interpretation or correction, as well as any additional contract provisions the District may decide to include, will be issued in writing as an Addendum to the contract, which will be mailed or delivered to each person

recorded as having received a copy of the Contract Documents from the District, and which will also be posted for inspection by prospective bidders. Upon such mailing or delivery and posting, such Addendum shall become a part of the Contract Documents and be binding on all Bidders, whether or not actual notice of such Addendum is shown.

2. The written interpretation or correction given by SMTD shall be binding.
3. If the Contractor, prior to the submission of his Bid, fails to call SMTD's attention to the existence of any ambiguity, inconsistency, error or omission in the Contract Documents, his bid will be conclusively presumed to have been based upon the interpretation of such ambiguity, or inconsistency, or the directions correcting such error or omission, which may subsequently be given by the District.
4. Questions Period ; Questions, request for interpretation or correction of apparent ambiguities, inconsistencies, errors or omissions, as well as request for additional information shall be submitted before 3:00 PM on TBA.

3.0 BIDD PREPARATION

3.1 PREPARATION:

- A. Bids shall be prepared on the Bid Form provided within the Bid Packet.
- B. The Bidder shall not make changes in the Bid Form provided.
- C. The Bidder shall fill in all relevant blank spaces, including alternate bids and unit prices in ink or by typewriter. When a bidder submits a bid with spaces containing erasures or other changes, each erasure or change shall be initialed by the person signing the bid.
- D. Base Bid and Alternate Bid items shall show total amounts in both words and figures. In case of a conflict, the amount shown in words will govern, unless such conflict is otherwise resolved by the District after considering all facts and circumstances present at the time of bid opening.
- E. If any base bid, alternate bid, or unit price is omitted, the Owner may reject the entire bid.
- F. No conditional bids will be accepted.

3.2 STATUTORY BIDDING REQUIREMENTS:

All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the bidding process shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written therein in full.

3.3 SIGNING OF BIDS:

Bid Forms shall be signed, with the individual's name typed or printed below his signature. The Bid Form shall be signed by a person authorized to bind the entity submitting the Bid Form to a contract, and the legal name of the entity (sole proprietorship, corporation, partnership, joint venture, etc.) shall be stated.

- A. Partnerships shall sign in the firm name by one of the general partners.
- B. Corporations, including divisions or subsidiaries, shall state on the Bid Form the complete corporate name and be signed and attested to by authorized officers of the corporation.
- C. Individuals doing business under a fictitious name shall sign in the name of the individual "doing business as."

4.0 BID SUBMISSION

4.1 BID SUBMISSION:

The Bid must be verified and presented to the District on the prescribed Bid Form in a sealed envelope before 3:00 p.m. CDT on February 20, 2016, endorsed with the name of the person, firm or corporation presenting it, the date of the presentation, and must be marked clearly on the outside: "BID – SMTD SECURITY CAMERA SYSTEM." Sealed Bids must include the completed Bid Form (pages 18-19), Contractor Certification (page 16) and Certification Regarding Lobbying (page 17).

5.0 BID OPENING AND METHOD OF AWARD

5.1 TIME AND PLACE OF BID OPENING:

- A. SMTD will receive sealed Bids for Security Camera Systems until 3:00 p.m. CDT, on February 20, 2016. At that time, all Bids received will be publicly opened and read aloud at the Shawnee Mass Transit District Office, 100 Smart Drive, Vienna, Illinois 62995.
- B. Bids received after the stated time will not be accepted and will be returned unopened to the Bidder.

5.2 TIME FOR ACCEPTANCE:

- A. The Bids shall be valid for ninety (90) calendar days after Bid Opening.
- B. SMTD and the Bidder may agree to extend the acceptance period beyond ninety (90) days.

5.3 NO BIDS BY FAX OR EMAIL:

The District will not accept any Bid sent by facsimile machine, email, or any other unsealed method.

5.4 BID AWARD AND DISTRICT'S RIGHTS:

- A. All Bids must comply with the provisions of the Contract Documents; failure to do so may result in SMTD's refusal to consider the Bid.
- B. The contract will be awarded to the lowest responsible bidder as defined by Illinois law. Whenever in its opinion it is in the best interest of the public and not inconsistent with the competitive bidding process, the District reserves the right to: (1) accept any Bid or any part or parts thereof; (2) reject any and all Bids; or (3) waive any technical deficiencies and acceptable irregularities.

SHAWNEE MASS TRANSIT DISTRICT
BID – Security Camera Systems for Buses/Vans

NOTICE TO BIDDERS

1. CONTRACTOR COMPLIANCE:

The Contractor shall comply with all applicable codes, laws, ordinances and regulations of the Shawnee Mass Transit District, the State of Illinois, and the Federal Government. Additionally, the Contractor must certify to SMTD that it is not barred from entering into public contracts by the State of Illinois and that the Bidder's name does not appear on the U.S. Comptroller's list of Ineligible Contractors, and is therefore eligible for award of, or participation in, any contract that may be awarded as a result of this invitation. All proposals or bids shall contain all certifications which are contained herein which are applicable to the procurement. Failure to do so may result in SMTD's refusal to consider the proposal or bid.

2. STATUTORY BIDDING REQUIREMENTS:

All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the bidding process shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written therein in full.

3. PROHIBITIONS:

- a) No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- b) No member, officer, or employee of the Shawnee Mass Transit District or a local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- c) Escalation clauses are prohibited.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

5. GENERAL REQUIREMENTS FOR THIRD PARTY CONTRACTS:

- a) **Subcontracts:** The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of the Contractor or use any materials from the stores of the Contractor, with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to SMTD for approval prior to submittal to IDOT.
- b) **Assignment:** Assignment of any portion of the work by Subcontract must be approved in advance by SMTD.
- c) **Equal Employment Opportunity:** In the event of the Contractor's noncompliance with any provisions of this Equal Employment opportunity Clause or the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), 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 such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:
 - 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 3. That in all solicitations or advertisements for employees placed by it or on its behalf it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organizations or representative fails or refuses to

cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as requires by the Department's Rules and Regulations, 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 Illinois Human Rights Act and the Department's Rules and Regulations.
 6. That it 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 Illinois Human Rights Act and the Department's Rules and Regulations.
 7. That it shall have written sexual harassment policies that shall include, at a minimum, the following information: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment, utilizing examples; (4) an internal complaint process, including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (6) directions on how to contact the Department and the Commission; and (7) protection against retaliation as provided by Section 6-101 of the Human Rights Act. A copy of the policies shall be provided to the Department upon request.
 8. That it will include verbatim or by reference the provisions of this Item in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such 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 such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. 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.
- d) **Federal Civil Rights Requirements:** The following requirements apply to the underlying contract:
1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 2. Equal Employment Opportunity – Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.
 - a) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- e) **Disadvantaged Business Enterprise (DBE) Participation:** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)). A specific DBE contract goal has not been established for this procurement.
 - f) **Access to Records and Reports:** The following access to records requirements apply to this contract:
 - 1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and constructions sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions reasonably needed.
 3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 C.F.R. 18.39(i)(11).
 4. FTA does not require the inclusion of these requirements in subcontracts.
- g) **Audit and Inspection of Records:** The Contractor shall permit the authorized representatives of SMTD and the State of Illinois to inspect and audit all data and records of the Contractor relating to his performance under the contract.
 - h) **Retention of Records:** (Service contracts only) The Contractor shall maintain records to show actual time devoted and cost incurred. The Contractor shall maintain such records for a minimum of three (3) years after contract completion.
 - i) **Ownership of Records:** (Service contracts only) SMTD shall retain ownership of all plans, specifications, and related documents
 - j) **Privacy Act:** (Contracts involving Federal Privacy Act requirements) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
 1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
 - k) **Incorporation of Federal Transit Administration (FTA) Terms:** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SMTD requests which would cause SMTD to be in violation of the FTA terms and conditions.
 - l) **Federal Changes:** The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.
 - m) **Fly America Requirements:** The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America Act") in accordance with the General Services Administration's

regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

- n) **Energy Conservation:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservations plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321, *et seq.*
- o) **Clean Air Requirements:** For contracts which exceed \$100,000 or which are indefinite but are expected to exceed \$100,000 in any year, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA. The total cost of this project is not expected to equal or exceed \$100,000.
- p) **Clean Water Requirements:** For contracts which exceed \$100,000 or which are indefinite but are expected to exceed \$100,000 in any year, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA. The total cost of this project is not expected to equal or exceed \$100,000.
- q) **Recycled Products:** The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R Part 247.
- r) **Buy America:** The following provision shall apply only if the contract or purchase amount exceeds \$100,000: This contract is subject to Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended, and the Federal Transit Administration's implementing regulations found at 49 C.F.R. 661. This statute and implementing regulations are incorporated by reference into this contract. The total cost of this project is not expected to equal or exceed \$100,000.
- s) **Lobbying Certification:** Contractors and subcontractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and

has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The total cost of this project is not expected to equal or exceed \$100,000.

- t) **Notification of Federal Participation:** To the extent required by law, in the announcement of any third party contract award for goods or services having an aggregate value of \$500,000 or more, the Recipient agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of that third party contract. The total cost of this project is not expected to equal or exceed \$500,000.
- u) **No Government Obligation to Third Parties:** The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- v) **State and Local Law Disclaimer:** Any state or local law that is more restrictive than the FTA requirements listed herein are nonetheless as enforceable as the FTA requirements.

6. REJECTION OF BIDS:

SMTD reserves the right to reject and refuse any or all Bids and to reject bids of any person or firm who, in its opinion, is unable to perform successfully under the terms and conditions described herein. Consideration will be given to such matters as contractor/vendor integrity, compliance with public policy, record of past performance, and financial and technical resources.

7. CONCURRENCE:

Any contract resulting from this Advertisement is subject to financial assistance contracts between SMTD and the United States Department of Transportation and the Illinois Department of Transportation. All Bids and subsequent agreements are subject to concurrence by the Illinois Department of Transportation.

8. COMPENSATION/METHOD OF PAYMENT:

SMTD shall comply with the Illinois Prompt Payment Act. The Contractor will be compensated with funds derived from State, Federal and local revenue sources. Payments will be made on a monthly basis. Specific payment and compensation terms will be delineated in the Purchaser/Contractor Agreement (to be included in the Contract Documents upon execution). Service Contracts: The unit basis, or other data in support of the amount of compensation shall be shown or explained.

9. CONTRACT CHANGES:

Any proposed changes to the Contract Documents shall be submitted to SMTD for its prior approval.

10. TERMINATION AND DISPUTE RESOLUTION:

a) **Termination for Convenience:** SMTD may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the Contractor. If the contract is terminated by SMTD as provided herein, the Contractor will receive appropriate compensation as negotiated with SMTD for work completed or services rendered as of the date of termination.

b) **Termination for Cause:**

1. If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SMTD may terminate this contract for cause. Termination for Cause shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner set forth in the contract.
2. If it is later determined by SMTD that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of or are beyond the control of the Contractor, SMTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue, or treat the termination as a Termination for Convenience.
3. SMTD may, in its sole discretion, in the case of Termination for Cause, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy the breach or default to SMTD's satisfaction within ten (10) days after receipt by the Contractor of the notice of termination, SMTD shall have the right to terminate the contract without any further obligation to the Contractor. Any such Termination for Default shall not in any way operate to preclude SMTD from also pursuing all available remedies against the Contractor for said breach or default.
4. In the event that SMTD elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by SMTD shall not limit SMTD's remedies for any subsequent breach of that or of any other term, covenant or condition of this contract.
5. If, after Termination for Cause, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

c) **Performance During Dispute:** Unless otherwise directed by SMTD, the Contractor shall continue performance under the contract while matters in dispute are being resolved.

d) **Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SMTD and the Contractor arising out of or relating to this agreement shall be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

11. QUESTIONS:

Questions regarding this Bid should be directed to Maureen Mann, Executive Director, via e-mail: mmann@smtdil.com; or by phone: 618-658-8384.

12. PROTEST PROCEDURE:

Protests concerning any facet of this solicitation and/or award process must follow the procedures outlined below.

12.1 Protest Submittal and Content: Protests must be submitted in writing and must contain the name, address and telephone number of the protester. If the protester is a company, the name address and telephone contact for the company must be provided. Protests must clearly identify the proposal question, and must contain a complete statement outlining the grounds for the protest, including full documentation of the protestor's claims. Protests must be submitted according to the timelines listed in 12.5 below.

12.2 Submission of Protest: Protest information (12.1 above) must be submitted to:

Maureen Mann
Executive Director
100 Smart Drive
Vienna, Illinois 62995
Phone: 618-658-8380
Fax: 618-658-8398

12.3 Response by Executive Director: The Executive Director shall review the written protest and shall respond in writing and in detail to each important and essential issue raised in the protest. The Executive Director's response shall be mailed to the protester according to the timeframes listed in 12.5 below. The Executive Director has the authority to make the final determination regarding all protests.

12.4 Types of Protest: The three types of acceptable protests, depending on their time of occurrence in the procurement process, are as follows:

Pre-Proposal Protest: A pre-proposal or solicitation phase protest shall be made prior to the proposal opening or the proposal due date.

Pre-Award Protest: A pre-award protest is made after the proposal due date, but before the award of the contract to the successful proposer.

Post-Award Protest: A post-award protest is made after the award of the contract.

12.5 Timeframes: The timeframes for the filing of and responding to a protest are as follows:

Pre-Proposal Protest: The protest must be received by the Executive Director at least five (5) working days prior to the proposal due date. The Executive Director must respond in writing no later than seven (7) working days after receipt of the protest.

Pre-Award Protest: The protest must be made at least three (3) working days before the scheduled award date. The Executive Director must respond in writing no later than seven (7) working days after the receipt of the protest. A pre-award protest received without sufficient time for the Executive Director to respond will be considered a post-award protest and will be resolved in the manner described in the post-award protest procedures.

Post-Award Protest: The protest must be received by the Executive Director no later than seven (7) working days after the date of the contract award. The Executive Director must respond in writing and in full detail no later than seven (7) working days after the receipt of the protest.

12.6. Request for Reconsideration: Although the Executive Directors decision is final, a request for reconsideration by the Executive Director can be submitted in writing by the protester no later than three (3) working days after the protester has received the denial of the protest. The request for reconsideration must be based on data not known at the time of the original protest or on an allegation that an error of law or regulation has occurred. The Executive Director will respond in writing and in detail to the request for reconsideration no later than seven (7) working days after receipt of the request for reconsideration.

12.7 Protest to the Illinois Department of Transportation: SMTD will disclose to the Illinois Department of Transportation-Division of Public and Intermodal Transportation (IDOT-DPIT) complete information regarding any protest received. A protester must exhaust all administrative remedies with SMTD before pursuing a protest with IDOT-DPIT. A protest to IDOT-DPIT shall be limited to review regarding a failure by SMTD to have written protest procedures, follow these procedures, or to review a protest and/or respond in writing in the timeframe specified. An appeal to IDOT-DPIT must be received within five (5) working days of the date the protester knew or should have known of the violation.

**SHAWNEE MASS TRANSIT DISTRICT
 BID – Security Camera Systems for Buses/Vans**

CONTRACTOR CERTIFICATION

_____ a(n) _____,
(PRINT NAME OF CONTRACTOR) (INDIVIDUAL, PARTNERSHIP, CORPORATION)

hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended, and that neither the Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this transaction by any Federal department or agency, and is therefore eligible for award of, or participation in, any contract that may be awarded as a result of this invitation.

CONTRACTOR

By: _____

Title: _____

Subscribed and sworn before me this

_____ day of _____, 2017

 (Notary Public)

**SHAWNEE MASS TRANSIT DISTRICT
 BID – Security Camera Systems for Buses/Vans**

CERTIFICATION REGARDING LOBBYING

The undersigned Vendor 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. A 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C.A. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

By: _____

Title: _____

Subscribed and sworn before me this

_____ Day of _____, 2017

 (Notary Public)

SHAWNEE MASS TRANSIT DISTRICT

BID – Security Camera Systems for Buses/Vans

BID FORM

BID TO: Shawnee Mass Transit District
100 Smart Drive
Vienna, Illinois 62995

FOR: Security Cameras for Buses/Vans

BIDDER: Name: _____

Address: _____

Phone: _____ Fax: _____

DATE: _____

THE UNDERSIGNED AGREES:

1. That this bid is made in good faith and without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects, fair and without collusion or fraud.
2. That this Bid may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.
3. That the Bidder must provide Security Camera system for use in Buses and Vans.
4. That the Shawnee Mass Transit District reserves the right to reject and refuse any or all Bids and to waive any technical deficiencies and acceptable irregularities.
5. That the Bidder has carefully examined the Contract Documents and will, if successful in this Bid, furnish and deliver the security camera system at the prices stated herein, under the terms and conditions contained in the Contract Documents.

6. **ATTACHMENTS:** Please list any attachments submitted with your Bid in the space provided.

Signed: _____

(PRINT NAME)

(TITLE)

(FIRM OR CORPORATION)

Subscribed and sworn before me this

_____ Day of _____, 2017

(Notary Public)

