

RMTD Request for Bus Proposal

Rides Mass Transit District (RMTD) is currently requesting proposals for (1) one super medium duty bus. Vendors may submit more than one proposal if multiple buses are available. Vendors should include maintenance records for each proposed vehicle.

The proposals will be evaluated based on price, condition of the bus (excellent, good, fair, and poor), number of desired features, maintenance records, and mileage. The bus will be inspected by Rides Mass Transit District before completing the purchase.

Bus with the following or *comparable* desired features.

- Year: 2008
- Type: Super Medium Duty
- Miles: less than 135,151
- Engine Type: Diesel
- Passenger Capability: 22
- Wheelchair lift
- (3) Wheelchair Securement Positions
- Power passenger door

Attached is the proposal form that will need to be completed by the vendor. The proposal form and any other related documents should be submitted by 5:00 P.M. C.S.T. on December 15th, 2015. Proposals will be deemed non-responsive if not received by deadline. Proposals maybe faxed or emailed to:

Rides Mass Transit District
ATTN: Rodney Worak
30 Veterans Drive
Harrisburg, IL 62946
Fax: (618) 252-2754
procure@ridesmtd.com

The right is reserved to accept any proposal or part or parts thereof or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Illinois Department of Transportation.

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

Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations. Certified Disadvantaged Business Enterprises are encouraged to participate in any procurement opportunity with RMTD. RMTD shall not discriminate on the basis of race, color, national origin, sex, or disability in the participation or performance of any resulting contract or agreement.

Rides Mass Transit District will award the contract to the most responsible, responsive proposer whose proposal is determined to be the most advantageous to the District.

Appendices: Debarment and Disadvantaged Business Enterprise (DBE) Certifications must be completed.

RMTD Bus Proposal Sheet

Vendor Name: _____

Address: _____

City, State, Zip: _____

Contact Number: _____ Email: _____

Name and Title of Preparer: _____

Signature: _____ Date: _____

Proposed Vehicle & Desired Features:

Year _____ Make _____ Model _____

VIN _____ Mileage _____ Engine _____

of Seats _____ # of Wheelchair Securement Positions _____

Wheelchair Lift _____ Lift Mfr. _____ Power Passenger door _____

Maintenance records included: Yes _____ No _____

Vehicle Condition (circle one): Excellent Good Fair Poor

Additional Information:

Price: _____

FTA REQUIRED FEDERAL CLAUSES

IDOT REQUIRED CLAUSES

And

APPENDICES

**FTA OR FEDERALLY REQUIRED OR RECOMMENDED PROVISIONS and IDOT OR
THE STATE of ILLINOIS REQUIRED OR RECOMMENDED PROVISION FOR
PROCUREMENTS MADE BY RIDES MASS TRANSIT DISTRICT (RMTD)**

GENERAL TERMS AND CONDITIONS

These provisions are intended for insertion in bid solicitation and contract documents involving procurements made by Rides Mass Transit District

Any obligation of an offeror or contractor to comply with governmental standards or regulations shall include the obligation to document such compliance.

An offerer or contractor shall supply and/or execute such documents as RMTD may reasonably need to effect the purposes of this contract or to comply with federal regulations applicable to purchases under this contract.

All proposals or bids shall contain all required certifications applicable to the procurement. Failure to do so may result in RMTD's refusal to consider the proposal or bid.

No Federal Government Obligations to Third Parties

In connection with the project, the Contractor agrees that, absent the Federal Government or Rides Mass Transit District's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the primary recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the project.

1.1 False Statements or Claims/Civil and Criminal Fraud

The Contractor acknowledges and agrees that:

1.1.1 Civil Fraud

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 the Contractor's activities in connection with the project. By executing the contract agreement for the project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or the primary recipient (Illinois Department of Transportation), the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

1.1.2 Criminal Fraud

If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

1.1.3 Inclusion in Lower Tier Contracts

The Contractor agrees to include the above two clauses in each subcontract financed under this project. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

1.2 Access to Contract Records

The Contractor agrees to require, and assures that its subcontractors will require, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper project management as determined by FTA.

The Contractor shall maintain, for a minimum of five (5) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Agreement.

1.2.1 Records Available for Review

The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Auditor General or the Illinois Department of Transportation (hereinafter "Auditing Parties"); and the Contractor agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials.

1.2.2 Presumption Upon Failure to Maintain

Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of Rides Mass Transit District under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

1.3 Changes to Federal Requirements

The Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration Master Agreement, FTA MA (16), dated October 1, 2009, between the Illinois Department of Transportation and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of any contract resulting from these bidding documents. The Contractor's failure to so comply shall constitute a material breach of the contract.

1.4 Civil Rights

In compliance with, 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*, the following requirements apply to the underlying contract:

1.4.1 Nondiscrimination

The Contractor agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

1.4.2 Equal Employment Opportunity

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued.

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

1.4.3 Disadvantaged Business Enterprise

It is the policy of the Federal Transit Administration that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the Disadvantaged Business Enterprises requirements of 49 CFR Part 26 will apply to any agreement awarded for this project. Rides Mass Transit District does not have any specific goal associated with this contract.

In connection with the performance of this project, the Contractor shall cooperate with the Rides Mass Transit District in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and will ensure that Disadvantaged Business

Enterprises shall have the opportunity to participate in the performance of contracts and subcontracts for this Agreement. It is important to not only identify Disadvantaged Business Enterprises but to explain how they will be integrated into the proposed work plan.

1.4.4 Age

The Contractor agrees to comply with all applicable requirements of: (1) the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance; (2) the Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

1.4.5 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.

1.4.6 Inclusion in Lower Tier Subcontracts

The Contractor also agrees to include the requirements of Sections 3.6.1 through 3.6.5 in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration, modified only if necessary to identify the affected parties.

1.5 Disadvantaged Business Enterprise (DBE)

The Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the project and assures that each third party contractor, lessee, or other participant at any tier of the project will facilitate participation by DBEs in the project to the extent applicable as follows:

1.5.1 Compliance

The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

1.5.2 Nondiscrimination

The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT.

1.6 Debarment and Suspension

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. The Contractor agrees to, and assures that its, lessees, third party contractors, and other participants at any tier of the project will, review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any lease, third party contract, or other arrangement in connection with the project. If the total payments under the contract are to exceed \$ 100,000, the contractor will provide the appropriate certification found on pages 17 and 18.

1.7 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software.

1.8 Fly America

1.8.1 Use of US Flag Carriers

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use

a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

1.8.2 Inclusion in Lower Tier Contracts

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.9 Cargo Preference

1.9.1 Use of US Flag Commercial Vehicles

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

1.9.2 Provision of Bill-of-Lading

The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to Ride Mass Transit District (through the contractor in the case of a subcontractor's bill-of-lading.)

1.9.3 Inclusion in Lower Tier Contracts

The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.10 Clean Air

1.10.1 Compliance and Reporting

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.

1.10.2 Inclusion in Lower Tier Contracts

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

1.11 Clean Water

1.11.1 Compliance and Reporting

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.

1.11.2 Inclusion in Lower Tier Contracts

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

1.12 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 *et. seq.*).

1.13 Recycled Products

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

1.14 Lobbying

The Proposer certifies by submission of this RFP that:

- In compliance with 31 U.S.C. § 1352(a), no Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

- The proposer will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- The proposer will comply, and will assure the compliance of each lessee, third party contractor, or other participant at any tier of the project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer or its subcontractors shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Proposer shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and shall certify and disclose accordingly.

1.15 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising there from.

1.16 Prohibited Interest

No member, or officer, or employee of the Rides Mass Transit District, any participating transit system in this procurement, or a local public body that serves as the primary subrecipient of FTA funds from the Illinois Department of Transportation with financial interest, control, or participation in this project during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.17 Publication, Reproduction, and Use of Material

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. The participating agencies, IDOT, and the Federal Transit Administration (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

1.18 Independent Price Determination

The Proposer certifies by submission of a response to this RFP (proposal) that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other Proposer, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against Rides Mass Transit District or any person interested in the proposed contract.

1.19 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (USDOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 this Agreement. The consultant shall not perform any act, fail to perform an act, or refuse to comply with any Ride Mass Transit District requests which would cause the RMTD to be in violation of the FTA terms and conditions.

1.20 Required Illinois Contract Terms and Conditions

In addition to the Federally required clauses, the following terms and conditions shall apply to this contract.

1.20.1 Subcontracts

The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of contractor or use any materials from the stores, of 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 Improvements Grants. All requests for concurrence shall be submitted to Rides Mass Transit District for approval prior to submittal to IDOT.”

1.20.2 State Audit and Inspection of Records

The contractor shall permit the authorized representatives of Rides Mass Transit District and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

1.20.3 Assignment

Assignment of any portion of the work by Subcontract must be approved in advance by Rides Mass Transit District.

1.20.4 Retention of Records

The contractor shall maintain records to show actual time devoted and cost incurred. Contractor shall maintain records for a period of five (5) years.

1.20.5 Ownership of Records

Rides Mass Transit District shall retain ownership of all plans, specifications, and related documents.

1.20.6 Equal Employment Opportunity

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights, 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 canceled 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:

- That it will not discriminate against any employee or applicant or 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.
- 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.
- 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 or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 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 Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization 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.

- That it will submit reports as required 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.
- 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.
- 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.
- The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual Harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

1.21 Disputes

If the total payments under this contract are to exceed \$ 100,000, provisions or conditions are required to allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the CEO of Rides Mass Transit District. This decision

shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CEO of Rides Mass Transit District. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon the Contractor and the Contractor shall abide by the decision, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

1.21.1 Performance During Dispute

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

1.21.2 Claims for Damages

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

1.21.3 Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Rides Mass Transit District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

1.21.4 Rights and Remedies

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Rides Mass Transit District or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

1.22 Severability

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

1.23 Terms of Payment

The Contractor shall submit an invoice based on the vendor's proposed payment scheduled submitted with the proposal and as negotiated with Rides Mass Transit District to contract execution.

1.24 Termination of Contract

1.24.1 A participating agency reserves the right to cancel any contract resulting from this procurement for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or Rides Mass Transit District.

1.24.2 A participating agency may terminate any contract resulting from this procurement, in whole or part, whenever it determines that such termination is in the best interest of the organization. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, the participating agency shall pay the agreed rate only for services delivered up to the date of termination. The participating agency has no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to participating agency within seven (7) days of the date of termination.

1.25 Required Certifications

Forms for each required certification are contained in this Request for Proposal and are required for a proposal to be considered responsive to these specifications.

Debarment Certification – Primary Contractor

State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on the state law, and that before the suggested clauses are used in procurement documents, the grantee should consult with their local attorney.

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant, _____ (major third part Bidder), certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;
- C. 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 B of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(If the Primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

The primary participant, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.* are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____
hereby certifies that the _____ has authority
under state and local law to comply with the subject assurances and the certification
above has been legally made.

Signature of the Applicant's Attorney

Date

RIDES MASS TRANSIT DISTRICT
December 2015

Bid for the RMTD Used Bus Purchase

BIDDER INFORMATION:

Company Name: _____

Company Address: _____

Company Phone: _____

Company Fax: _____

Is this company a Certified Disadvantaged Business Enterprise?

_____ Yes

_____ No

If yes, in what state is the company certified? _____

Signature: _____

Date: _____

Print Name: _____