



SANGAMON MASS TRANSIT DISTRICT

928 South Ninth Street • Springfield, IL • 62703-2497

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RFP - REQUEST FOR PROPOSALS

ON-BOARD VIDEO SURVEILLANCE SYSTEM

RFP #2024-01

**CLOSING DATE: JUNE 6, 2024**

**INTERESTED PROPOSERS REGISTRATION FORM**  
REQUEST FOR PROPOSALS / RFP #2024-01

Date: April 18, 2024  
To: POTENTIAL PROPOSER  
Subject: On-Board Video Surveillance System

To Whom It May Concern:

Find the Request for Proposals (RFP) attached. Once you receive this RFP, please **NOTIFY** Hadley Markiewicz at 928 South Ninth Street, Springfield, IL 62703-2497, E-mail: [purchasing@smt.d.org](mailto:purchasing@smt.d.org), as soon as possible with your complete contact information.

Notification to the District ensures every Interested Proposer receives updates, amendments, interpretations, and/or addenda issued for this RFP. Failure to acknowledge subsequent updates, amendments, interpretations, and/or addenda requirements may result in a rejection of the proposal.

- We will **NOT** be submitting a proposal                       We **MAY** submit a proposal

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address / Post Office Box: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ UEI Number: \_\_\_\_\_

E-mail Address (MANDATORY): \_\_\_\_\_

- We are interested in attending the optional virtual Pre-Proposal Meeting

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

Sincerely,  
  
Steve Schoeffel  
Managing Director

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**LEGAL NOTICE****REQUEST FOR PROPOSALS RFP 2024-01  
On-Board Video Surveillance System**

The Springfield Mass Transit District (DISTRICT) dba as Sangamon Mass Transit District is requesting proposals from qualified individuals, firms, or teams to be the District's On-Board Video Surveillance vendor. The Request for Proposals (RFP) outlines the Scope of Work.

Proposals and all required attachments will be received in the District office at 928 South Ninth Street, Springfield, Illinois 62703-2497 in SEALED envelopes marked " RFP 2024-01 ON-BOARD VIDEO SURVEILLANCE, Attn. Hadley Markiewicz," **NO LATER THAN 2:00 PM CENTRAL TIME, June 6, 2024**. The RFP documents may be obtained from the District on or after April 18, 2024 by downloading the RFP from the District website ([www.smttd.org](http://www.smttd.org)). Interested firms may contact Hadley Markiewicz at [purchasing@smttd.org](mailto:purchasing@smttd.org) for an electronic copy of the RFP.

Any contract resulting from these proposals is subject to financial assistance contracts between and/or among the District, the United States Department of Transportation, and the Illinois Department of Transportation. This project is funded, in full or in part, by the Illinois Department of Transportation, the United States Department of Transportation, and the Federal Transit Administration (FTA).

The District reserves the right to accept any proposal or any part or parts of any and all proposals. Acceptance of any proposal may be subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

Furthermore, the District, the United States Department of Transportation and the Illinois Department of Transportation reserve the right to reject any or all proposals and to waive irregularities therein, and all submitting Proposers must agree that such rejection shall be without liability on the part of the District, the Illinois Department of Transportation or the Federal Transit Administration for any penalty brought by a Proposer because of such rejections, nor shall the submitting Proposer seek any recourse of any kind against the District, the Illinois Department of Transportation or the Federal Transit Administration because of such rejections, and the filing of any proposal in response to this solicitation shall constitute an agreement of the submitting Proposal to these conditions.

END OF LEGAL NOTICE

PROPOSALS ARE DUE NO LATER THAN 2:00 PM CENTRAL TIME ON **JUNE 6, 2024**

## **PART I: GENERAL INFORMATION**

### **1.0 INTRODUCTION**

Springfield Mass Transit District (the District) is a small urban transportation agency in Springfield, IL. The District operates 92 vehicles- 56 fixed route buses, 25 paratransit vehicles, 6 ARBOCS, and 5 support vehicles. The District is funded by grants from the Illinois Department of Transportation, the Federal Transit Administration, and local funds.

The purpose of this Request for Proposals (RFP) is to seek proposals from experienced contractors to design an on-board video surveillance system (OBVSS), install the OBVSS, and provide training on the operation and maintenance of the OBVSS.

The RFP provides interested parties with information in a fair and competitive manner to ensure a high quality of both product and service. The District intends to use the results of this process to award a contract for an OBVSS and services. Any contract awarded must be approved by the District's Board of Trustees.

### **2.0 DEFINITIONS**

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.

**ACCEPTANCE/ACCEPTED:** Written documentation of the District's determination that the Proposer's Work has been completed per the Contract.

**ADDENDUM/ADDENDA:** Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the District during the solicitation period and prior to contract award.

**AGREEMENT / CONTRACT:** Includes the REQUEST FOR PROPOSALS, any addenda thereto, the proposal, and the purchase order/notice to proceed if appropriate. The contract constitutes the entire agreement between the District and the awarded Proposer.

**BEST AND FINAL OFFER:** Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information and the Proposers, Best and Final Offer. If any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

**CHANGE DOCUMENTATION:** A written document agreed upon by SMTD Contracting Officer, which shall be executed as a Contract Amendment if it creates a material change to the contract.

**CHANGE ORDER:** Written order issued by SMTD or requested by the Contractor.

**CONTRACT AMENDMENT:** A written change to the Contract modifying, deleting, or adding to the terms or scope of work, signed by both parties.

CONTRACTING OFFICER: Individual authorized to enter, modify, terminate or otherwise cancel contracts. The Managing Director is the Contracting Officer for the District and is the only person authorized to serve as Contracting Officer; apparent authority shall not be recognized.

CONTRACTOR: Shall mean a person or entity who, as part of an independent business, becomes obligated to provide goods and/or services for a price. Also referred to as Proposer or Bidder.

DEPARTMENT: Illinois Department of Transportation; IDOT.

DISTRICT/SMTD: Springfield Mass Transit District dba Sangamon Mass Transit District. Also referred to as Grantee or Recipient.

PROPOSER/BIDDER: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Bid/Proposal to perform the Work. Also referred to as Contractor.

RESPONSIVE: Responsive means that the Proposer has complied in every way with all requirements of the RFP. A Responsive determination does not allow for discussion with Proposer. When the Proposal is received, it is either responsive or non-responsive based upon its own merits.

RESPONSIBLE: Responsible means that the Proposer is capable of successfully performing under the proposed contract's terms and conditions.

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

### 3.0 ISSUING OFFICE AND SUBMITTAL INFORMATION

Proposals that do not conform to the procedures, format, or content requirements written into this RFP shall be considered *nonresponsive* and may be disqualified. The District reserves the right to accept, or reject any proposals, all proposals, or any part of any proposal.

Springfield Mass Transit District  
ATTN: Hadley Markiewicz  
928 South Ninth Street  
Springfield, IL 62703  
Phone: (217) 522-6087  
Email: [purchasing@smtd.org](mailto:purchasing@smtd.org)  
Fax: (217) 789-9819

For questions about the solicitation, contact Ms. Hadley Markiewicz at the above Contact Information. Questions and/or clarifications MUST be sent in writing via facsimile, email, or U.

PROPOSALS ARE DUE NO LATER THAN 2:00 PM CENTRAL TIME ON **JUNE 6, 2024**

S. mail no later than May 9, 2024. The response to these questions and/or clarifications will be sent to all interested Proposers no later than May 23, 2024. The District shall provide any additional information to be issued (addenda/amendments to the RFP) in writing.

#### 4.0 ESTIMATED TIMELINE

<b>DATE</b>	<b>ACTION ITEM</b>
April 18, 2024	Issue Request for Proposal and Legal Notice.
April 25, 2024	Hold Pre-Proposal Meeting at 11:00 AM at the District Office (928 S 9 <sup>th</sup> St, Springfield, IL). A virtual component will be available through Microsoft Teams as well. <b>ATTENDING THIS MEETING IN-PERSON AND/OR VIRTUALLY IS <u>NOT</u> MANDATORY.</b>
May 9, 2024	Deadline for receiving questions and/or clarifications. <b>ALL QUESTIONS AND/OR CLARIFICATIONS MUST BE SUBMITTED IN WRITING.</b>
May 23, 2024	Deadline for addressing questions and/or requests.
June 6, 2024	<b>PROPOSALS ARE DUE BY 2:00 PM.</b>

### **PART II: SCOPE OF WORK**

#### 1.0 SCOPE OF PROJECT

The selected Proposer shall design the OBVSS, install the cameras on the ninety-two (92) vehicles, set-up the centralized Video Management Software (VMS), install the on-site storage, and train the District's staff on the operation and maintenance of the OBVSS. Successful Proposers will also include a warranty that meets or exceeds the industry standard.

#### 2.0 TECHNICAL SPECIFICATIONS

##### 2.1 On-Board System

- 2.1.1 Each vehicle shall be equipped with a high-definition network video recorder (NVR)- or similar product.
- 2.1.2 The NVR shall be capable of withstanding vibration consistent with public transit, temperature ranging from 20° F to 90° F, and humidity ranging from 65%-80%.
- 2.1.3 The NVR shall support a minimum of 6 discrete inputs. A discrete input is defined as an input that can receive a voltage signal to denote an action (brake, turn signal, wheelchair ramp deployments, etc.) that happens onboard the vehicle.
- 2.1.4 The NVR shall have a removable/hot-swappable drive caddy.
- 2.1.5 The OBVSS shall include an event button that allows drivers to time-stamp events.

PROPOSALS ARE DUE NO LATER THAN 2:00 PM CENTRAL TIME ON **JUNE 6, 2024**



- 2.1.6 The NVR shall have an integrated G-Force sensor to tag video based on G-force based events.
- 2.1.7 The system shall have the ability to capture speed and location of the vehicle via GPS for review in the VMS.
- 2.1.8 The OBVSS shall integrate with the District’s existing on-board Clever Devices IVN system for all Wi-Fi, cellular, and GPS communications.

2.2 Cameras

- 2.2.1 All cameras shall be powered via an ethernet cable.
- 2.2.2 All cameras shall support a minimum resolution of 720p.
- 2.2.3 All cameras shall have integrated IRs for capturing video in low light conditions.
- 2.2.4 Exterior cameras shall have an IP rating of IP66 or higher.
- 2.2.5 All cameras shall provide an image that is stable and free from vibration.
- 2.2.6 Cameras with audio (as indicated in the table below) must provide acceptable audio recordings of dialogue and sound given the background noise under typical operating conditions.
- 2.2.7 Cameras shall be strategically placed within vehicles to provide comprehensive interior and exterior views. These views shall be accomplished with the fewest amount of cameras. Cameras shall be positioned to capture the views in the following table:

<b>FIXED-ROUTE</b>	<b>PARATRANIST/ARBOC</b>	<b>SUPPORT VEHICLES</b>
<ul style="list-style-type: none"> <li>• Curbside Exterior</li> <li>• Streetside Exterior</li> <li>• Rear Facing Exterior</li> <li>• Road View</li> <li>• Driver Facing Interior*</li> <li>• Farebox Facing Interior*</li> <li>• Rear Door Interior*</li> <li>• Curbside Interior Front</li> <li>• Curbside Interior Rear</li> <li>• Streetside Interior Front</li> <li>• Streetside Interior Rear</li> <li>• Forward Facing Interior</li> </ul>	<ul style="list-style-type: none"> <li>• Curbside Exterior</li> <li>• Streetside Exterior</li> <li>• Rear Facing Exterior</li> <li>• Road View</li> <li>• Driver Facing Interior*</li> <li>• Door Facing Interior*</li> <li>• Lift Gate Interior*</li> <li>• Rear Facing Interior</li> <li>• Forward Facing Interior</li> </ul>	<ul style="list-style-type: none"> <li>• Curbside Exterior</li> <li>• Streetside Exterior</li> <li>• Rear Facing Exterior</li> <li>• Road View</li> </ul>

\*These views shall include audio.

## 2.3 Software Requirements

2.3.1 A centralized Video Management Software (VMS) shall manage all functions of the OBVSS including: video requests, video review, and system configuration.

2.3.2 The VMS should not require a specialized PC or other PC equipment to view, download, or access recorded content.

2.3.3 The VMS must allow for downloaded files to be distributed for use without additional user licenses or software being required.

2.3.4 The VMS shall be able to pause and resume downloading requested video.

For example, if a large file does not download completely because the vehicle leaves the Wi-Fi coverage area, it should be able to resume downloading once the vehicle returns to the coverage area without restarting the download.

2.3.5 VMS users shall be able to review partially downloaded video if the entire video segment has not completed downloading.

2.3.6 Requested video shall be provided as a single file instead of segmented blocks.

2.3.7 The VMS shall be installed on at least 3 workstations without additional licensing or user agreements.

2.3.8 The VMS shall integrate with the District's current CAD/AVL. The District currently uses the IVN4 and IVN5 systems provided by Clever Devices. The integration shall allow the following CAD/AVL-provided information to be seen during video review:

- Route ID
- Run ID
- Driver ID
- Direction of service i.e., inbound/outbound
- Stop name/ID

2.3.9 The VMS shall display a street map that shows the recorded GPS location or real-time location of the vehicle when reviewing or live-viewing video, respectively.

2.3.10 VMS users should be able to search for video using combinations of the following criteria:

- Date or time
- Manual alarm events
- Discrete input triggers
- Vehicle speed
- GPS location (via geofencing)

- Sudden G-Force changes
- Information provided by the CAD/AVL integration

2.3.11 User access rights and credentials shall be individually customizable within the VMS and via Microsoft Active Directory.

2.3.12 The VMS shall store at least thirty (30) days of recorded video for each camera.

2.3.13 The VMS shall alert designated users of critical system events via e-mail.

2.3.14 Software updates and support shall be included with the VMS and provided free of charge.

2.3.15 The Proposer shall provide an on-premises server for storage.

## 2.4 Warranty

2.4.1 The Proposer shall include a minimum 3-year warranty on all provided equipment.

2.4.2 The warranty period shall begin after inspection and written approval by the District at the completion of the project.

## 2.5 Installation

2.5.1 Installation shall take place at 928 S. 9<sup>th</sup> St., Springfield, IL, 62703.

2.5.2 During installation, locked, secure storage for equipment is available at 928 S. 9<sup>th</sup> St., Springfield, IL, 62703.

2.5.3 All wiring and components must be concealed and protected in a vandal resistant manner.

2.5.4 Protective grommets- or similar products- must be used during installation to avoid chaffing or cutting of all conduits and wiring.

2.5.5 Proposer shall manage the disposal of all trash/recycling related to the installation of the OBVSS.

2.5.6 Proposer shall notify the District when installation is completed for each vehicle. The assigned personnel will immediately inspect to verify completion of installation to the satisfaction of the District.

## 2.6 Training

2.6.1 Technical, on-site training shall be provided for the maintenance and operation of the OBVSS.

- i. The final wiring diagrams of the OBVSS shall be provided to District staff.

ii. A list of recommended replacement parts shall be provided to District staff.

2.6.2 VMS training shall be provided for all users, including advanced user training for designated District staff which details configuration of the system.

2.6.3 All training and equipment materials shall be provided in digital form.

### 3.0 FLEET INFORMATION

The District's fleet includes 56 fixed route buses, 25 paratransit vehicles, 6 ARBOCS, and 5 support vehicles.

#### 3.1 Fixed-Route Buses

- Five (5)- 2013 Gillig G27E102N2
- Seven (7)- 2013 New Flyer XN35
- Seven (7)- 2014 Gillig G27B102N4
- Two (2)- 2017 New Flyer XD35
- Eight (8)- 2018 New Flyer XD35
- Nine (9)- 2018 New Flyer XN35
- Six (6)- 2019 New Flyer XN35
- Four (4)- 2023 New Flyer XN35
- Eight (8)- 2024 Gillig G27B102N4

#### 3.2 Paratransit/ARBOC

- One (1)- 2014 Ford Starcraft  
*Scheduled to be replaced by similarly sized vehicle in 2024.*
- Four (4)- 2015 Ford Starcraft  
*Two scheduled to be replaced by similarly sized vehicle in 2024.*
- Seven (7)- 2016 Ford Starcraft  
*Five scheduled to be replaced by similarly sized vehicle in 2024.*
- Three (3)- 2016 Chevrolet Express 4500
- Five (5)- 2017 Ford Starcraft
- Three (3)- 2017 Chevrolet Express 4500

- Five (5)- 2018 Ford Starcraft
- Three (3)- 2021 Ford Starcraft

### 3.3 Support Vehicles

- Two (2)- 2012 Dodge Caravan
- Three (3)- 2017 Dodge Caravan

## **PART III: PROPOSAL INSTRUCTIONS**

### **1.0 PROPOSAL SUBMISSION**

All proposals shall be submitted via the following instructions for either mail or electronic submission.

#### *Mail Submission*

Successful Proposers shall include the following in the proposal package:

- One (1) original
- Four (4) hard copies
- One (1) USB
- One (1) Price Proposal in a separate sealed envelope

Original and required copies, complete with all signed affidavits and certifications, must be bound together. Proposal packages shall be received in a sealed envelope and clearly marked on the outside of the envelope with the following information:

- Proposer's name and address
- Proposal due date (June 6th, 2024 by 2:00 PM)
- Proposal drop-off information:  
Springfield Mass Transit District  
ATTN: Hadley Markiewicz  
928 South Ninth Street  
Springfield, IL 62703  
RE: Request for Proposals 2024-01  
On Board Video Surveillance System

The District shall NOT be responsible for unintentional, premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP.

Proposal packages must be submitted **NO LATER THAN 2:00 PM CENTRAL TIME, JUNE 6, 2024**. The District will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time. It is each Proposer's responsibility to ascertain that the District has received its proposal by the specified deadline.

#### *Electronic Submission*

Successful Proposers shall submit two (2) PDF's in the same email- one with their technical proposal, labeled "Technical\_(Company Name), and one with their price proposal, labeled "Price\_(Company Name). Attached documents must be in PDF format to be considered.

For electronic submission, Proposal Packages shall be sent to the Procurement Department at [bids@smttd.org](mailto:bids@smttd.org). The subject line shall read:

RFP #2024-01 Submission- (Company Name) (Date)

Proposers who submit their proposal package via electronic submission will receive an email to confirm delivery and that the attachments are valid. Electronic submissions must be submitted **NO LATER THAN 2:00 PM CENTRAL TIME, JUNE 6, 2024**. The District will not accept responsibility for late proposals that may be improperly routed or otherwise delivered after the prescribed date and time. Proposals received after the above deadline will not be eligible for consideration. It is each Proposer's responsibility to ascertain that the District has received the proposal by the specified deadline.

The District will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, either by mail or email, in the conduct of a presentation, in facilitating site visits, or any other activities related to responding to this RFP.

## 2.0 PROPOSAL FORMAT

Proposals shall be prepared in a clear, concise, and economical manner. One copy of marketing brochures or other promotional material may be included, but these materials may not be substituted for the requested information. The Proposer shall refrain from submitting excessive marketing materials. Proposal sections shall be **clearly labeled or tabbed** to coincide with the sections of the RFP, and pages should be numbered in each section.

## 3.0 REQUIRED PROPOSAL CONTENT

There is no page limitation or minimum document size, but any information the Proposer submits should be concise and relevant to the RFP. Each Exhibit listed below shall be clearly identified within the proposal. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read, or are considered ineligible by the District may be rejected. Proposers should adhere to the following format when submitting a proposal:

### 3.1 Cover Letter

The cover letter shall clearly identify the firm(s) making the proposal. The letter shall include the name, phone number, and email address of the primary contact person.

The letter should be addressed to:

Steve Schoeffel  
Managing Director  
Springfield Mass Transit District  
928 South Ninth Street  
Springfield, IL 62703

### 3.2 Exhibit A – Statement of Understanding and Team

3.2.1 *Statement of Understanding* - The proposal should include a written explanation of the Proposer's understanding of the services and support that is being requested by the RFP. If the Prime Contractor subcontracts any portion of the project, then a statement of each of the subcontractors' qualifications shall also be included.

Clearly describe the work each subcontractor will perform along with the percentage of the total work their role represents. Subcontractors are subject to the District's approval.

- 3.2.2 *Team* - The proposal should clearly denote the qualifications (professional licenses, certifications, degrees, and work experience) of the person(s) assigned as well as their estimated time commitment to the project. Person(s) representing the subcontractor(s), if applicable, should be included. Be prepared to submit resumes of key personnel, including management, that will supervise this project, if requested.
- 3.3 **Exhibit B – Fiscal Responsibility**  
The Proposer shall submit a letter of financial standing from the proposer's auditing firm, or bank to demonstrate the firm's fiscal responsibility. The District reserves the right to request additional information to help determine the firm's fiscal responsibility.
- 3.4 **Exhibit C - Previous and Current Contracts**  
The proposal shall include a brief description of relevant project experience for this type of service with references to current contracts. Use Attachment C to include three (3) references with contact information, names, email and phone numbers of clients you have contracted with during the past three years.
- 3.5 **Exhibit D - Methodology**
- 3.5.1 Describe in succinct detail the process the Proposer will use to address all the requirements detailed in **PART II: SCOPE OF WORK**. The Proposer shall demonstrate how it will carry out the specific requirements and include any enhancements that are not reflected in the specifications.
- 3.5.2 The District recognizes that this information may be proprietary. Proposers are asked to mark **ONLY** the information that is proprietary as such.
- 3.6 **Exhibit E – Technical Proposal**
- 3.6.1 The technical proposal shall be specific, complete and demonstrate a thorough understanding of the requirements of the project. Proposers are encouraged to submit proposals that are legible, clear, and complete.
- 3.6.2 The proposal should respond to all scope of work, functional and technical specifications.
- 3.7 **Exhibit F – Project Schedule**  
Proposers shall submit a detailed schedule, based on a tentative award date of July 2024 and a project start date of August 2024.
- 3.8 **Exhibit G – Additional Information and Comments**



The proposal should include additional information that the Proposer believes is pertinent to the work that has not been requested under previous sections.

#### 4.0 PRICE PROPOSAL

- 4.1 The price proposal must be submitted in a **separate, sealed envelope, or a separate attachment for electronic submission, clearly marked as “Price Proposal”**. The Price Form (Attachment L) shall be completed and included in the price proposal.
- 4.2 All items of labor, materials, tools, equipment, and other costs necessary to fully meet the requirements of the project shall be included. Price proposals shall also include all freight charges, FOB to the designated delivery points. 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.
- 4.3 The District is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price. In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

#### 5.0 CONFIDENTIALITY

Between the date and time that proposals are due until a firm’s selection by the District’s Board of Trustees, no information will be released which may have an adverse impact upon the process or negotiations. No information shall be shared about any proposal’s distinguishing or deficient characteristics.

#### 6.0 DISCLOSURE OF PROPOSALS

- 6.1 While the RFP allows Proposers to mark protected and/or proprietary information as confidential, all proposals submitted are subject to both state and federal Freedom of Information Acts.
- 6.2 Proposers shall be diligent in making confidential only those portions of their proposals that they believe do not have to be disclosed under the requirements of the Freedom of Information Acts, both state and federal.
- 6.3 The District may deny the public access to such records or applicable portions that are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed, would cause substantial injury to the competitive position of the subject enterprise; are specifically exempted from disclosure by state or federal statute; or are otherwise excepted from disclosure under the Act(s).

The District however, is obligated to disclose information consistent with the requirements of said Act(s), notwithstanding any such markings made by Proposers, and

it shall comply with both state and federal statutes, as promulgated and amended, and cannot, therefore, protect proprietary information that is subject to these Act(s).

- 6.4 The final ranking of the submitting proposers shall be released upon request and only after the final evaluation and ranking have been completed by the evaluation committee and not prior the award of contract on the date and time of the meeting of the District Board of Trustees in which the award recommendation has been placed on the agenda for vote and concurrence. The Abstract of Proposals shall be available by request on the day following the date of the award.

#### 7.0 COST OF PROPOSALS

The District is not liable for any costs Proposers incur preparing, presenting, testing, or negotiating proposals submitted in response to this solicitation.

#### 8.0 PROPOSAL POSTPONEMENT AND AMENDMENT

- 8.1 The District reserves the right to revise or amend any part of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed on the District's website and will be sent to the Proposer's email address submitted on the Interested Proposer's form. If the revisions or addenda require changes in requested information or the format for proposal submission, then the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the District's opinion, shall enable Proposers adequate time to revise their proposals.
- 8.2 Addenda and/or amendments to the RFP, after receipt of the proposals, shall be offered only to those Proposers who qualify by having submitted proposals by the date and time required for proposal submittal.

#### 9.0 REJECTION OF PROPOSALS (BIDS)

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

#### 10.0 SINGLE PROPOSAL RESPONSE

- 10.1 Upon receiving a single proposal, the District will review the process to determine if competition was adequate (this will include a review of the specifications for undue restrictiveness). Unrelated factors beyond the District's control might cause a potential source not to submit a proposal.

If the competition can be determined to be adequate, then FTA's competition requirements will be fulfilled, and the contract will qualify as valid.

10.2 If only one (1) valid proposal is received in response to this RFP, **a detailed cost analysis will be required from the single Proposer**. The District will perform a cost analysis evaluation and/or an audit of the proposed pricing to determine if the price is fair and reasonable.

#### 11.0 PROPOSAL MISTAKES OR WITHDRAWAL

11.1 An interested Proposer who seeks to rescind its proposal or correct an error in its proposal may do so prior to proposal opening.

11.2 After the proposals are opened, the proposals may not be withdrawn for 90 calendar days.

#### 12.0 ADDENDA, REQUESTS FOR CLARIFICATION AND PROPOSAL DEVIATIONS

Requests for interpretations, clarifications, and/or proposal deviations shall be made in writing by the date shown on the Schedule. Only requests made in writing will be considered. All responses will be sent to all document holders by the date shown on the Schedule.

#### 13.0 RESPONSIBLE PROPOSERS

In order to qualify as a responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the District's satisfaction that it has the integrity, skill, and experience to faithfully perform the Agreement's conditions and that it has the necessary facilities and financial resources to perform the services in a satisfactory manner and within the time specified.

13.1 The Proposer is expected to refrain from knowingly undertaking collaboration or representation that will create a conflict with the District and to inform the Grants and Procurement Manager promptly of any conflict that develops, or it becomes aware of during the course of its work with the District.

13.2 The Proposer agrees to provide the District with additional information, or to clarify or supplement information already furnished, including, but not limited to, information relating to its past performance, its plan for performing the requirements of the Agreement, investigations, indictments, convictions, the Proposer's safety practices, and records.

13.3 To be considered skilled and experienced, the Proposer must show, among other requirements of the District, that it has satisfactorily supplied services of the same general type and scope as that which is called for in the RFP.

13.4 The Proposer shall also be required to secure any necessary insurance policies or necessary licenses, permits, or certificates, required by any legislative or regulatory body with jurisdiction of the subject matter and may be required to furnish evidence of same.

13.5 The Proposer shall maintain a system of written internal controls. The controls shall be designed to prevent loss of District property, both real and intellectual property due to

theft, fraud, error, misrepresentation, or imprudent actions. At a minimum, the security controls shall address the following:

13.5.1 Control against collusion,

13.5.2 Custodial safekeeping of District information, and

13.5.3 Clear delegation of authority to subordinate staff members.

## **PART IV: EVALUATION AND SELECTION**

### **1.0 PRELIMINARY EVALUATION**

1.1 The purpose of a preliminary evaluation is to gauge the Proposer's responsiveness. Proposals that meet the mandatory requirements will be deemed qualified. The proposals will be evaluated according to the following criteria:

1.1.1 The completeness of the proposal,

1.1.2 The Proposer has submitted proposal on or before the required due date and time, and

1.1.3 The required forms, certifications, and deliverables have been submitted.

Proposals that do not meet the mandatory requirements will be deemed non-qualified and may be rejected at the District's discretion.

### **2.0 EVALUATION CRITERIA**

This is a best value procurement where the District reserves the right to select the most advantageous offer by evaluating and comparing all factors listed in the evaluation criteria below. The District will appoint an evaluation committee consisting of District employees.

The committee will evaluate proposals based upon the following criteria (in no particular order):

- The proposal's responsiveness (pass / fail),
- Statement of Understanding and Team, (Exhibits A) - The firm and Project Managers have adequately demonstrated that they have the experience, technical capability, professional competence, and qualifications to complete the project.
- Fiscal responsibility (Exhibit B) – The firm has adequately demonstrated that they have the fiscal responsibility to complete the project.
- Previous and Current Contracts (Exhibit C) – The firm has proven record of past performance, has completed similar projects within the past five years.

- Methodology (Exhibit D) – The firm has adequately demonstrated an understanding of the requirements of the project and has described in succinct detail the process that will be used to address requirements delineated in the technical specifications.
- Technical Proposal (Exhibit E) – The firm has demonstrated a record of past project scheduling adherence and general overall completion of on-time projects.
- Project Schedule (Exhibit F) – The firm has provided a complete project plan.
- Additional Information (Exhibit G) – Optional

2.1 The District has **not** established a Disadvantaged Business Enterprise participation goal for this project.

2.2 The committee members will individually review and score each submitted written proposal. The Proposer must demonstrate to the District's satisfaction that it is in all respects a responsible party, i.e., that it has the integrity, skill, and experience to faithfully deliver the desired services, the necessary facilities and the financial resources to perform the proposed services.

*Written proposals can earn a total of 55 points.*

2.3 Based upon the initial evaluation, the District will select a brief list of firms. The selected firms may be invited for in-person interviews. Each firm will be allowed 20 minutes for presentations and up to 40 minutes to answer questions from evaluation committee members for a total one-hour time limit. The presentations should be pertinent to the technical specifications and the Proposer's qualifications.

Members of the evaluation committee will individually review and score each presentation/interview. The scores for the proposal and the interviews assigned by each committee member will be averaged to obtain the Proposer's final score.

*Proposers can earn an additional 25 points for the interview/oral presentation.*

2.4 The price associated with the proposed services will be evaluated. While price will not be the sole determining factor, Proposers are encouraged to give their best price.

*Proposers can earn up to 20 points for the proposed price for the services.*

The District will use price normalization to determine points. The price normalization process is as follows:

The highest priced proposal will serve as the base number and will be divided by the submitted proposal price of each Proposer; 20, the maximum number of points, which will equate to the normalized score, will multiply this number. This process will be

completed for each submitted proposal, including the highest proposal, which was used as the base number.

**Example: 20,000 (submitted proposal) / 22,000 (Highest proposal) X 20 = 18.18 points**

- 2.5 The award of an agreement shall be made only to the responsible and responsive Proposer whose proposal best meets the District's needs. At any time during any step, the District, on advice from the committee, may elect to reject all proposals, rewrite the scope, and seek new proposals from all Proposers.
- 2.6 The Evaluation Committee's professional judgment is necessary and shall be considered as final for the purpose of making an award recommendation to the District's Board of Trustees. The RFP is, in writing to all Proposers, the most comprehensive and definitive statement that the District is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of the contract services.
- 2.7 Any information or understandings, verbal or written, which are not found either in the RFP, or in subsequent written addenda to the RFP, will not be considered in evaluating proposals.

### 3.0 NON-CONTACT

No communication seeking to, in any way, influence the outcome of the procurement process is allowed between submitting Proposers and the District, District staff, or the Board of Trustees. Failure to comply with this policy will result in the immediate proposal disqualification of the offending Proposer. All communication regarding the RFP shall be directed to Ms. Hadley Markiewicz, Grant and Procurement Manager, in writing to [purchasing@smt.d.org](mailto:purchasing@smt.d.org) or at the previously mentioned address.

### 4.0 CLARIFICATION OF PROPOSALS

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

### 5.0 SELECTION

When a tentative decision is reached, it will be submitted to the District Board of Trustees for consideration. The District Board of Trustees will make the final decision for the contract award.

State Concurrence may also be required from IDOT prior to award of an agreement.

### 6.0 AWARD OF CONTRACT AND CONTRACT TERM

The contract is contingent upon the District Board of Trustees' approval of the proposal. The subsequent contract resulting from approval shall be issued by signing of the "Offer/Acceptance" Form attached, hereinafter known as the "AGREEMENT."

- 6.1 A NOTICE TO PROCEED and/or contract shall be mailed, faxed, e-mailed, or otherwise provided to the successful Proposer. Once the District has fully executed the Notice to Proceed and/or contract, a binding contract is created and it may be amended, modified, or terminated ONLY in writing, signed by each of the parties hereto.
- 6.1.1 The AGREEMENT shall incorporate the final negotiated terms and conditions made between the District and the Proposer.
- 6.1.2 Conditional Proposals will NOT be accepted. The AGREEMENT, and all referenced inclusions, shall constitute the parties' entire understanding and agreement, 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. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
- 6.1.3 The contract should not be construed in favor of or against any party.
- 6.2 The District reserves the right to accept or reject any proposal, all proposals, or any part of any proposal, with the discretion to select the successful Proposer.
- 6.3 In the event of the successful Proposer's default, the District reserves the right to cancel the award and reissue the RFP.
- 6.4 **The Contract Term shall be a three-year period, with two (2) one-year options, from date of award.** The original contract price shall be in place for the first three-year period, which also includes the same length of time for the warranty period. Price increases can be negotiated for the two, one-year options. All other terms and conditions of the original contract shall apply for the full term of the contract, unless modify in writing.

#### 7.0 LACK OF FUNDS

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the completion of this Contract or in any amendment hereto, the District may, upon written notice to Proposer, terminate this Contract in whole or in part. Such termination shall be in accordance with the District's rights to terminate for convenience or default.

#### 8.0 METHOD OF PAYMENT

- 8.1 The Proposer shall submit payments no less than every 30 days for services rendered. Documentation shall be itemized clearly and concisely and reflect only those charges agreed to under the contract.
- 8.2 All payments and invoices for supplies and materials shall be submitted to:  
Springfield Mass Transit District  
ATTN: Accounts Payable

928 S. 9th St  
Springfield, IL 62703  
[finance@smtd.org](mailto:finance@smtd.org)

**9.0 ADVANCE PAYMENT PROHIBITED**

No advance payment shall be made for the Proposer's work furnished pursuant to this Contract.



## **PART V: DISTRICT AND FEDERAL CLAUSES**

### **1.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

- 1.1 The District and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 1.2 The Proposer 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.

### **2.0 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

- 2.1 *Civil Fraud:* The Proposer acknowledges and agrees that:
  - 2.1.1 Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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 CFR Part 31.
  - 2.1.2 By executing the Underlying Agreement, the Proposer certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Proposer provides to the Federal Government.
  - 2.1.3 The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Proposer presents, submits, or makes available any false, fictitious, or fraudulent information.
- 2.2 *Criminal Fraud:* The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

### **3.0 ACCESS TO THIRD PARTY CONTRACT RECORDS**

#### **The following access to records requirement apply to this Contract:**

- 3.1 The Proposer agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO access to Proposer’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 3.2 The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 3.3 The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Proposer, the State of Illinois or its authorized representatives, the Federal Transit Administration Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. Part 18.39(i)(11).
- 3.4 The Federal Transit Administration does not require the inclusion of these requirements in subcontracts.

#### 4.0 FEDERAL CHANGES

- 4.1 The Proposer shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including but not limited to those listed directly or by reference in the Master Agreement between District and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. Proposer failure to comply shall constitute a material breach of the Agreement.
- 4.2 The Master Agreement may be accessed at: <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-29-february-7-2022?msclkid=1dcb48cbaf8f11eca2b03c5acbdc86ff> or the printed Master Agreement can be examined in the Administration building of the District, 928 South Ninth Street, Springfield, IL 62703. Call (217) 522-6087 and ask for Ms. Hadley Markiewicz to arrange for examination of this document.

#### 5.0 TERMINATION

- 5.1 Termination for Convenience: The District may terminate this Agreement, in whole or in part, at any time by written notice to the Proposer when it is in the District's best interest. The Proposer shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to the District for payment. If the Proposer has any property in its possession belonging to the District, the Proposer shall account for the same, and dispose of it in the manner the District directs.
- 5.2 Termination for Default: The District may, by written notice of default to the Contractor, terminate the whole, or any part of this Agreement, 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 Agreement, or so fails to make progress as to endanger performance of this Agreement 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.
- 5.2.1 This Agreement may be terminated immediately in writing by the District due to non-performance, theft, vandalism, or other conduct by the Contractor's personnel which is contrary to the proper securement of the District's real or intellectual property.
- 5.2.2 The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

- 5.2.3 The Contractor shall only be paid the Agreement price for services performed in accordance with the manner or performance set forth in this Agreement.
- 5.2.4 If the Agreement is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the Contracting Officer, or the Contracting Officer's authorized representative may deem appropriate, services similar to those so terminated. The Contractor shall be liable to the District for any excess costs for such similar services and shall continue the performance of this Contractor to the extent not terminated under the provisions of this clause.
- 5.2.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to fulfil the Agreement arises out of causes beyond the control of 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.
- 5.2.6 Payment for completed services or item(s) provided to, and accepted by, the District shall be at the Agreement price. The District may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer, or the Contracting Officer's authorized representative, determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

## 6.0 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- 6.1 *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 Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
- 6.2 *Equal Employment Opportunity:* 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 Proposer agrees to comply with all applicable equal employment opportunity requirements of United States Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of the Project.
- The Proposer 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.

- 6.3 *Disabilities:* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer 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.
- 6.4 In addition, the Proposer agrees to comply with any implementing requirements the Federal Transit Administration may issue. The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the Federal Transit Administration, modified only if necessary to identify the affected parties.

#### 7.0 DISADVANTAGED BUSINESS ENTERPRISES

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

- 7.1 In connection with the performance of this Agreement, the Proposer shall cooperate with the District in meeting its commitments and goals regarding maximum utilization of Disadvantaged Business Enterprises and will ensure that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts and subcontracts for this Agreement.
- It is important to not only identify the Disadvantaged Business Enterprise but to explain how they will be integrated into the proposed work plan.
- 7.2 It is the policy of the District to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions and to encourage Proposers on Department of Transportation assisted contracts to make use of these institutions. Therefore, the District encourages the Proposer to use Disadvantaged Business Enterprise financial institutions whenever possible.
- 7.3 *Disadvantaged Business Enterprise Obligation:* The recipient or its Proposer agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients or Proposer shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.
- The District, Proposer, or Subcontractors shall not discriminate on the basis of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or unfavorable discharge from military service in the award and performance of Federal Transit Administration assisted contracts.
- 7.4 It is the District's intent to maximize the utilization of Disadvantaged Business Enterprises through its Disadvantaged Business Enterprise program. Inclusion of Disadvantaged Business

Enterprise participation shall be accounted for in the proposal documents. The Proposer to whom this contract is awarded shall not substitute another Disadvantaged Business Enterprise firm for the original listed in the proposal without prior written approval of the District's Contracting Officer.

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

7.6 This project does **not** include a Disadvantaged Business Enterprise goal.

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

#### 8.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation, whether expressly set forth in the preceding contract provisions. All contractual provisions required by the United States Department of Transportation, as set forth in the Federal Transit Administration Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Federal Transit Administration mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT.

The Proposer shall not perform any act, fail to perform an act, or refuse to comply with any District requests which would cause the District to be in violation of the Federal Transit Administration terms and conditions.

#### 9.0 SUSPENSION AND DEBARMENT CERTIFICATION

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

9.2 The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirements to comply with 49 CFR 29 Subpart C in any lower tier covered transaction it enters.

9.3 By signing and submitting its proposal, the Proposer certifies as follows:

9.3.1 The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Proposer knowingly rendered an erroneous certification in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

#### 10.0 BUY AMERICA

In compliance 49 U.S.C. 5323(j) and 49 C.F.R. Part 66, the Proposer agrees Federal funds may not be used in an FTA funded contract unless the steel, iron, and manufactured products are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

A Proposer must submit to the District the appropriate Buy America certification (see attachments) with all proposals on FTA funded contracts, except those who have been granted a waiver to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Proposals that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### 11.0 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATIONS

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. FTA reserves the right to concur in any settlement or compromise.

- 11.1 *Notification to FTA; Flow Down Requirement:* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

- 11.2 *Federal Interest in Recovery:* The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.
- 11.3 *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

#### 12.0 LOBBYING

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

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

### 13.0 NOTICE TO FTA ON FRAUD, WASTE, AND ABUSE

The Recipient (The District) must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

### 14.0 PROHIBITION OF CERTAIN TELECOMMUNICATIONS

The Proposer certifies that "Covered telecommunication equipment or services" being proposed after August 13, 2020 will comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232. The covered telecommunications equipment and services are those provided by certain companies based in the People's Republic of China. "Covered equipment and services" are defined as:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 15.0 ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

- 15.1 *Clean Air:* To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
- 15.1.1 The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, “Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 CFR Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 CFR Part 93, and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- 15.1.2 In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86, and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.
- 15.1.3 The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, “Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans,” 42 U.S.C. § 7606 note.



- 15.2 *Clean Water*: For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued per the Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

#### 16.0 CARGO PREFERENCE

The Contractor agrees:

- 16.1 To use privately owned United States-Flag commercial vessels to ship at least 50% 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;
- 16.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- 16.3 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.

#### 17.0 FLY AMERICA

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

#### 18.0 ENERGY CONSERVATION

To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

#### 19.0 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory

provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

These requirements flow down to all contractor and subcontractor tiers.

#### 20.0 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Grantee agrees to comply with 49 U.S.C. § 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.; and the following regulations and any amendments thereto:

- 20.1 U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- 20.2 U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
- 20.3 U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192, and 49 CFR Part 38.
- 20.4 U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35.
- 20.5 U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- 20.6 U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- 20.7 U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630.
- 20.8 U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.
- 20.9 FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- 20.10 U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

#### 21.0 PROMPT PAYMENT

##### **THIS CLAUSE APPLIES TO ALL SUBCONTRACTORS.**

- 21.1 The Proposer agrees to pay each Subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Proposer receives from the District. Any delay or postponement of payment from the above referenced time frame may occur only for compelling cause following written approval of the District.
- 21.2 If the Proposer fails to pay the Subcontractor within thirty (30) calendar days, the Proposer must notify the District and the Subcontractor, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- 21.3 The Proposer is obligated to pay interest to the Subcontractor on all amounts owed by the Proposer that remain unpaid after thirty (30) calendar days following receipt by the Proposer of payment from the District for work performed by the Subcontractor under that contract, except

for amounts withheld as allowed in subdivision (1) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the allowable amounts withheld. Notification of failure by the Proposer to make prompt payment to the Subcontractor hereinbefore provided will result in notification to the Proposer's bonding company by the District.

- 21.4 Should either the Proposer or Subcontractor advise the District of a payment issue involving a Disadvantaged Business Enterprise Contractor, the Disadvantaged Business Enterprise officer shall be notified to investigate, as appropriate.
- 21.5 The Proposer must promptly notify the District whenever a Disadvantaged Business Enterprise Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another Disadvantaged Business Enterprise Subcontractor to perform at least the same amount of work. The Proposer may not terminate any Disadvantaged Business Enterprise Subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the District.
- 21.6 The District shall conduct prompt payment audits that require the Proposer to submit proper documentation to verify compliance with this provision.
- 21.7 Failure to comply with these prompt payment requirements is a breach of the contract, which may lead to any remedies permitted under law, including, but not limited to, Proposer debarment. In addition, the Proposer's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

## 22.0 PROTEST PROCEDURES

Protests may be made by prospective Proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The District will consider all protests requested promptly about the award of a contract, whether submitted before or after an award.

All protests are to be submitted in writing to:

Springfield Mass Transit District  
928 South Ninth Street  
Springfield, IL 62703-2497

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- Name, address, and telephone number of protestor;
- Identification of contract solicitation number;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- A statement as to what relief is requested.

Protests must be submitted to the District in accordance with these bid and proposal procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

- 22.1 *Protests before Bid Opening.* Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of bids must be submitted in writing to the District Managing Director at the address above and must be received at least ten (10) days prior

to bid opening or closing date for receipt of bids. If the written protest is not received by the time specified, then bids may be received and an award made in the normal manner.

22.1.1 Oral protests not followed up by a written protest will be disregarded. As far as practical, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other Bidders.

22.1.2 The failure of any party to timely respond to a request for information, may be deemed by the District that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response.

22.1.3 Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the District; the Managing Director may conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Following the informal hearing, if one is held, the Managing Director will render a decision, which shall be final, and notify all interested parties thereof in writing no later than ten (10) business days from the date of the informal hearing. Note: In all instances, the District must disclose the protest to FTA along with the District's written determination.

22.2 *Prior to Award.* Protests to awards made by the District Board must be submitted in writing to the Managing Director and received within five (5) days of the award by the District Board. Notice of the protest and the basis therefore will be given to all Proposers. In addition, when a protest against the award made by the District Board is received and it is determined to withhold the award pending disposition of the protest, the Proposer whose proposal might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is received in the period specified, award will not be made prior to five (5) days after resolution of the protest unless the District determines that:

- The items to be purchased are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly; or
- Failure to make an award will otherwise cause undue harm to SMTD or the federal government.

Note: In all instances, the District must disclose the protest to FTA along with District's written determination.

22.3 *Protests after Award.* Protests must be filed in writing within five (5) working days of the award notification. All protests must contain the following information: (1) Name of Protestor; (2) Solicitation / Contract Number, Description, or other identifier; (3) Statement of grounds for protest; (4) all supporting documentation. All protest documents should be sent to the District Managing Director at 928 South Ninth Street, Springfield, Illinois 62703.

The Managing Director, or designee, will review the Proposers' protest and make a determination. The protesting Proposer as well as all other registered Proposers will be notified by certified mail of the Managing Director's decision within five (5) working days of receipt of the protest.

- 22.4 *Submission of Protest to FTA.* Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the District, and shall be limited only to matters that are primarily a federal concern. An appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protester knew or should have known of the violation.

**PART VI: ATTACHMENTS**

All attachments, unless otherwise stated below, must be submitted with a proposal for the proposal to be considered. Proposals are due no later than 2:00p on June 6<sup>th</sup>, 2024.

**ATTACHMENT A: WRITTEN PROPOSAL PRELIMINARY REVIEW CHECKLIST**  
*Attachment A is for your use and does not need to be submitted with your proposal.*

**ATTACHMENT B: REQUEST FOR DEVIATION/CLARIFICATION**  
*If applicable, must be submitted by May 9, 2024.*

**ATTACHMENT C: REFERENCES, SUMMARY OF BUSINESS ACTIVITIES, AND EXAMPLES OF COMPLETED PROJECTS**  
*Must be submitted with technical proposal.*

**ATTACHMENT D: RESPONSIBLE BIDDER ORDINANCE**  
*Must be submitted with proposal.*

**ATTACHMENT E: SIGNATURE PAGE / ACKNOWLEDGEMENT OF ADDENDA**  
*Must be submitted with technical proposal.*

**ATTACHMENT F: CERTIFICATION OF POWER OF EXECUTION**  
*Must be submitted with technical proposal.*

**ATTACHMENT G: NON-COLLUSION AFFIDAVIT**  
*Must be submitted with technical proposal.*

**ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**  
*Must be submitted with technical proposal.*

**ATTACHMENT I: CERTIFICATION DEBARMENT, SUSPENSION, OTHER INELIGIBILITY & VOLUNTARY EXCLUSION**  
*Must be submitted with technical proposal.*

**ATTACHMENT J: BUY AMERICA CERTIFICATION OF COMPLIANCE**  
*Must be submitted with technical proposal.*

**ATTACHMENT K: PRICE FORM**  
*Must be submitted separately with price proposal.*

**ATTACHMENT L: OFFER AND ACCEPTANCE AGREEMENT**  
*To be completed with the successful Proposer at notice of award.*

**A. WRITTEN PROPOSAL PRELIMINARY REVIEW CHECKLIST**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

CATEGORIES		Pass	Fail
1.	Proposal submitted on time	<input type="checkbox"/>	<input type="checkbox"/>
2.	Original mail or electronic proposal in correct format	<input type="checkbox"/>	<input type="checkbox"/>
3.	Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit A — Statement of Understanding/ Team	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit B — Fiscal Responsibility	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit C — Previous and Current Contracts	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit D — Methodology	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit E — Technical Proposal	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit F — Project Schedule	<input type="checkbox"/>	<input type="checkbox"/>
	Exhibit G — Additional Information	<input type="checkbox"/>	<input type="checkbox"/>
4.	Attachments		
	B. Request for Proposal Deviation / Clarification	<input type="checkbox"/>	<input type="checkbox"/>
	C. References, Summary and Examples	<input type="checkbox"/>	<input type="checkbox"/>
	D. Responsible Bidder Ordinance	<input type="checkbox"/>	<input type="checkbox"/>
	E. Signature Page / Acknowledgement of Addenda	<input type="checkbox"/>	<input type="checkbox"/>
	F. Certification of Power of Execution	<input type="checkbox"/>	<input type="checkbox"/>
	G. Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
	H. Certification Regarding Lobbying	<input type="checkbox"/>	<input type="checkbox"/>
	I. Certification Debarment, Suspension, Other Ineligibility & Voluntary Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
	J. Buy America Certification	<input type="checkbox"/>	<input type="checkbox"/>
	K. Price Form	<input type="checkbox"/>	<input type="checkbox"/>
	L. Offer and Acceptance Agreement	<input type="checkbox"/>	<input type="checkbox"/>
5.	Insurance Certificates	<input type="checkbox"/>	<input type="checkbox"/>

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 Reviewer

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 Date

---

 2<sup>nd</sup> Reviewer

---

 Date

**B. REQUEST FOR PROPOSAL DEVIATION / CLARIFICATION**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

Complete this form for each condition, exception, reservation, or understanding (i.e., deviation) in the proposal. All requested Proposal Deviations and/or clarifications must be submitted by May 9, 2024 for consideration.

Deviation No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Solicitation Ref. No.: \_\_\_\_\_ Page: \_\_\_\_\_ Section: \_\_\_\_\_

Complete Description of Deviation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale (Pros and Cons) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Districts Response

Date Received: \_\_\_\_\_ Date of Reply: \_\_\_\_\_

Request for Approved Equal

APPROVED  MORE INFORMATION REQUIRED  CLARIFICATION

APPROVED WITH CONDITIONS  DENIED

By: \_\_\_\_\_ Date: \_\_\_\_\_

Districts Decision \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**C. REFERENCES, SUMMARY OF BUSINESS ACTIVITY, AND EXAMPLES OF COMPLETED PROJECTS**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

Provide the requested information for projects that were completed within the last 3 years with requirements similar to those included in this RFP.

<b>ORGANIZATION REFERENCE 1</b>			
<b>BUSINESS NAME</b>			
<b>ADDRESS</b> Street, City, State, Zip			
<b>CONTACT PERSON</b>		<b>PHONE</b>	
<b>TITLE</b>		<b>EMAIL</b>	
<b>SERVICES PERFORMED</b>			

<b>ORGANIZATION REFERENCE 2</b>			
<b>BUSINESS NAME</b>			
<b>ADDRESS</b> Street, City, State, Zip			
<b>CONTACT PERSON</b>		<b>PHONE</b>	
<b>TITLE</b>		<b>EMAIL</b>	
<b>SERVICES PERFORMED</b>			

<b>ORGANIZATION REFERENCE 3</b>			
<b>BUSINESS NAME</b>			
<b>ADDRESS</b> Street, City, State, Zip			
<b>CONTACT PERSON</b>		<b>PHONE</b>	
<b>TITLE</b>		<b>EMAIL</b>	
<b>SERVICES PERFORMED</b>			

**D. RESPONSIBLE BIDDER ORDINANCE**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

The Contractor shall agree to comply with the Responsible Bidder Ordinance of Springfield Mass Transit District (District) Board of Trustees by signing and dating the following.

WHEREAS, the District from time to time, prepares specifications, advertises, and awards PROPOSALS for the construction of various projects, or for the provision of services directly to the residents of the said District; and

WHEREAS, the Board of the said District desires to award the contracts for the construction of such projects, or for the provision of such services, to the lowest responsible bidder in accord with the applicable state and federal law; and

WHEREAS, the said Board believes that it is the obligation of the District to comply with the various laws, both state and federal, which protect the health, safety, and welfare of the workers who are employed in the construction of its projects, or the provision of services to the residents of the District, and it is further the obligation of the District to encourage those to whom such construction or services contracts are awarded to comply with such statutes as well, and it is further the obligation of the District to encourage those to whom construction or service contracts are awarded to develop and maintain apprenticeship and training programs in order to provide a pool of qualified and skilled workers in the Springfield area; and

WHEREAS, the Board of the said District desires to adopt ordinances and follow practices and procedures designed to ensure, to the maximum extent possible, that those with whom it contracts, comply with the said state and federal statutes, and

provide or participate in apprenticeship and training programs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Springfield Mass Transit District as follows:

1. That from and after the passage and approval of this ordinance, all specifications for the construction or substantial renovation of any building, shelter, parking lot, or other capital project, or for the provision of services directly to the residents of the said District, shall include a requirement that any person, firm, corporation, or other entity submitting a Proposal shall include a complete, accurate, and truthful listing and description of all decisions, determinations, judgments, or other findings within the past two years of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, OSHA, FMLA, FLSA, ADA, ADEA, NLRA, the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, against it or any entity with whom it is submitting the Proposal, including joint ventures and partners, and also including parent and subsidiary corporations or entities, and shall further include documentation that such bidder and/or its employees are participants in at least one apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The Board of the District may waive the Apprenticeship requirement if the bidder is in an industry where no such program is available. If the bidder does not have

- any decisions, determinations, judgments, or other findings against it as aforesaid, it shall include a statement to that effect with its Proposal.
2. That any bidder who willfully fails or refuses to include the information required in Paragraph One, or whose report is substantially incomplete, inaccurate, or untruthful, may be disqualified and its Proposal rejected.
  3. That the Board may reject any Proposal and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:
    - A. That there has been a finding, determination, or judgment by an agency of the state or federal government charged with the responsibility of enforcing laws and regulations which protect the health, safety, or welfare of workers, as enumerated above, or otherwise, that the proposer has violated such a statute or regulation, and that such violation was:
      - i. found to have been part of a pattern of similar violations;
      - ii. one of three or more similar violations committed within the two years immediately preceding the submission of the Proposal;
      - iii. classified by an agency of the state or federal government as serious;
      - iv. one which threatened the health or safety of the workers employed by the bidder;
    - B. That the proposer and its employees do not actively participate in an apprenticeship and training program as aforesaid.
  4. That any person, firm, corporation, or other entity seeking to submit PROPOSALS for any project of, or for the provision of services to the residents of the said District as herein described, which has been disqualified or had its PROPOSALS rejected by the Board pursuant to this Ordinance on three or more occasions within the two years immediately preceding the submission of the Proposal which is then currently before the Board for consideration, shall be debarred from submitting further PROPOSALS for such District projects for a period of one year following the rejection of the Proposal then currently being considered by the Board.
- v. one resulting in the payment of back wages and benefits of \$10,000 or more; OR
  - vi. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.

By signature below, the Proposer, \_\_\_\_\_, agrees to comply with this Responsible Bidder Ordinance and further certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer’s Authorized Official

\_\_\_\_\_  
Print - Name and Title of Proposer’s Authorized Official

\_\_\_\_\_  
Date

**E. SIGNATURE PAGE / ACKNOWLEDGMENT OF ADDENDA**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

THE UNDERSIGNED agrees to be bound by all applicable federal and state laws and regulations, the accompanying specifications and the District policies and procedures. And further agrees to be bound by amendments to the same.

THE UNDERSIGNED, by submitting a proposal, represents that:

1. The submitting Proposer/Vendor has read and understands the requirements of the RFP and agrees to comply with all local, state, and federal rules and regulations applicable to this RFP.
2. Failure to comply with any terms of the RFP may disqualify the submitting Proposer/Vendor as non-responsive.

THE UNDERSIGNED certifies that this proposal has been derived independently and is submitted in the spirit of free and open competition, without limiting characteristics or influence.

THE UNDERSIGNED certifies that all addenda to this RFP have been received and duly considered, with evidence of receipt as follows:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**WE, THEREFORE, OFFER AND MAKE THIS PROPOSAL TO SERVE AS CONTRACTOR FOR THE REPLACEMENT OF THE DISTRICT’S ON-BOARD VIDEO SURVEILLANCE SYSTEM.**

\_\_\_\_\_  
Name of Firm / Interested Proposer

\_\_\_\_\_  
Address, City, State, Zip Code

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

\_\_\_\_\_  
Unique Entity ID Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Federal Identification Number (FEIN)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

**F. CERTIFICATION OF POWER OF EXECUTION**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

The undersigned, an \_\_\_\_\_ of \_\_\_\_\_,

(Officer, Partner, Proprietor etc.) (Name of Company/Firm)

a \_\_\_\_\_, having its principal office or registered agent

(Corporation, Partnership or Proprietorship)

at \_\_\_\_\_, hereby certifies that the Company

(Address including City, State)

has duly authorized by appropriate action and/or hereby does nominate, constitute, appoint and

authorize \_\_\_\_\_ with full power to act

(Name of Individual Signing Document)

\_\_\_\_\_, on behalf of \_\_\_\_\_,

(Alone or in Conjunction with Another Person) (Name of Firm)

and thereby to make, execute, seal and deliver on its behalf as Proposer and as its act and deed any and all PROPOSALS, contract PROPOSALS, contracts, change orders, monthly and final payment certificates and other like instruments.

Such PROPOSALS, contract PROPOSALS, contracts, change orders, monthly and final payment certificates and other like instruments shall be binding upon said company as fully and to all intents and purposes as if such instruments had been duly executed, acknowledged, and delivered by the authorized officers of the company when executed, by the aforementioned person(s).

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

On \_\_\_\_\_, before me,  
\_\_\_\_\_, a notary  
public, personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me (or proved to me  
on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within  
instrument, and acknowledged to me that he or she  
executed the same in his or her authorized capacity  
and that by his or her signature on the instrument,  
the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal,

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

**G. NON-COLLUSION AFFIDAVIT**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

STATE OF _____ )	<b>IMPORTANT:</b> This affidavit must be properly completed and submitted with all PROPOSALS
_____ )	
COUNTY OF _____ )	

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_ of

(Sole Proprietor, Partner, President, etc.)

\_\_\_\_\_, the Proposer

(Name of Company)

submitting this Proposal, that such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such Proposal is genuine and not collusive or sham and that said Proposer has not been a party to any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of completion by agreement to propose a fixed price, or otherwise, or to refrain from submitting a Proposal and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Springfield Mass Transit District or of any Proposer or anyone else interested in the proposed contract.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**H. CERTIFICATION REGARDING LOBBYING**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

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

- 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.
- 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.)]
- 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 pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A).

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

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor’s Authorized Official

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

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

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

\_\_\_\_\_  
Name of Contractor/Subcontractor

certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

*If the Contractor and/or Subcontractor under a major third-party contract is unable to certify any of the statements in this certification, such participant shall attach an explanation to this Proposal.*

THE CONTRACTOR / SUBCONTRACTOR A MAJOR THIRD-PARTY CONTRACT,

\_\_\_\_\_  
Name of Contractor / Subcontractor

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

\_\_\_\_\_  
Unique Entity ID (UEI) Number



**J. BUY AMERICA CERTIFICATE OF COMPLIANCE**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

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

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

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

\_\_\_\_\_  
Signature of Authorized Official Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Name of Proposer

**OR**

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

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

\_\_\_\_\_  
Signature of Authorized Official Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Name of Proposer

**K. PRICE FORM**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

SMTD is considered tax-exempt. Use the form below to provide the price proposal. The price proposal must include items listed with quantity, unit price, and total clearly provided.

The information requested in this section is required to support the reasonableness of your proposal. During the negotiation process, proposal data will be held in confidence and will not be revealed to or discussed with the competitors.

Item No.	Component	Unit Price	Qty	Line-item total
	Cameras			
	Interior with audio			
	Interior			
	Exterior			
	Video Management Software (VMS)			
	Software Licensing			
	Installation and Training			
	NVRs			
	Event Button			
	On-Site Storage			
	OPTIONAL: Cloud Storage	Annual		
	OPTIONAL: Maintenance	Annual		
	OPTIONAL: Software Support			
	OPTIONAL: Extended Warranty			
	OPTIONAL: On-Board Routers			
<b>TOTAL</b>				

By signing below, the Proposer certifies that the equipment and service to be provided meets or exceeds the technical specifications in the RFP. Proposer also agrees to all terms, conditions, and clauses of the RFP #2024-01.

The Proposer may attach separate sheet(s) to this form to better explain the pricing but must provide price in requested format as well.

---

 Signature of Authorized Official

---

 Date

---

 Printed Name of Authorized Official

---

 Title of Authorized Official

---

 Company/Firm Name

**L. OFFER AND ACCEPTANCE AGREEMENT**

Solicitation: SMTD – Request for Proposals #2024-01

Project: On-Board Video Surveillance System

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and Springfield Mass Transit District hereinafter called “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: the Contractor shall provide the services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The Contract Documents shall consist of:

- This Fully Executed Form;
- The entire Springfield Mass Transit District Request for Proposal #2024-01 (no revisions by the Contractor) dated:\_\_\_\_\_.
- If applicable, and Official SMTD Addenda:
  - Addenda#:\_\_\_\_\_ dated \_\_\_\_\_
  - Addenda#:\_\_\_\_\_ dated \_\_\_\_\_
  - Addenda#:\_\_\_\_\_ dated \_\_\_\_\_
  - Addenda#:\_\_\_\_\_ dated \_\_\_\_\_
- The Contractor’s Proposal dated \_\_\_\_\_
- Fully Executed Negotiated Modifications to the Proposal and/or RFP dated:\_\_\_\_\_ all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

SANGAMON MASS TRANSIT DISTRICT

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Title of Authorized Official