



Invitation for Bid #2025-01

East Property Development

DUE DATE: Thursday, January 15, 2026 by 2:00 PM CST

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REGISTRATION FORM

The registration form allows all interested parties to receive subsequent updates, amendments, interpretations, and/or addenda issued for this Invitation for Bid. Failure to acknowledge subsequent updates, amendments, interpretations, and/or addenda requirements may result in a rejection of the Bid. Please submit the completed form to the Grants and Procurement Manager, Hadley Markiewicz, at purchasing@smttd.org as soon as possible.

- ☐ We will NOT be submitting a Bid
- ☐ We MAY submit a Bid

NAME OF FIRM		
ADDRESS		
CITY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT)		
CITY	STATE	ZIP CODE
CONTACT PERSON	TITLE	
PHONE NUMBER	EMAIL ADDRESS	
FEDERAL IDENTIFICATION NUMBER (FEIN)	UEI NUMBER	

Sincerely,

Steve Schoeffel
Managing Director

ADVERTISEMENT FOR BIDS

Springfield Mass Transit District dba Sangamon Mass Transit District (District) gives notice that sealed Bids will be received at the District's Administrative Offices (928 S 9th St, Springfield, IL) until 2:00 PM CST Thursday, January 15, 2026 with the public Bid Opening immediately following. The Invitation for Bids details all requirements for submission and may be obtained from the District's website at www.smtd.org on or after Thursday, November 13, 2025.

Project Information: IFB 2025-01; East Property Development

Project Location: 928 S 9th St, Springfield, IL

Project Description: Removal of vegetation, debris, and abandoned underground utilities; grading and paving the lot; installation of an overhead coiling door and a man door; and, installation of new lighting and fencing.

Project Engineer: Hurst Rosche

Project Documents: Springfield Reprographics; 1620 S 5th St, Springfield, IL
(217) 523-4632; service@springfieldrepro.com

All Bids must be accompanied by certified check, cashier's check, or a bid bond for five percent (5%) of the amount of the Bid. Compliance with the Illinois Prevailing Wage Act is required under this contract.

Any contract resulting from this solicitation 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 United States Department of Transportation, Federal Transit Administration (FTA) with participation by the Illinois Department of Transportation, and Division of Public and Intermodal Transportation.

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

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

END OF LEGAL NOTICE

SECTION 1: GENERAL INFORMATION

1.0 Issuing Agency

This Invitation for Bid (IFB) is issued by Springfield Mass Transit District (District) dba Sangamon Mass Transit District. The District is a small urban transit agency in Springfield, IL funded by grants from the Illinois Department of Transportation (IDOT), the Federal Transit Administration (FTA), and local funds. The purpose of this IFB is to seek Bids from qualified companies capable of completing the East Property Development in an efficient and satisfactory manner.

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 Bidder's Work has been completed.

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: Comprises the IFB, any addenda thereto, the Bid, and the purchase order/notice to proceed if appropriate. The contract constitutes the entire agreement between the District and the awarded Bidder.

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 and Bidder.

RESPONSIVE: Determination indicating the Bidder has complied in every way with all requirements of the IFB. A Responsive determination does not allow for discussion. When the Bid is received, it is either responsive or non-responsive based upon its own merits.

RESPONSIBLE: Determination that the Bidder 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 **Procurement Schedule**

DATE	TASK
November 13, 2025	Issue Legal Notice and Invitation for Bid
November 20, 2025 11:00 AM CST	Pre-Bid Meeting and Site Visit
December 4, 2025 4:00 PM CST	Deadline for submitting questions, requests for approved equal
December 11, 2025 4:00 PM CST	Deadline for addressing questions, requests for approved equal
January 15, 2026 2:00 PM CST	Bids are due and will be publicly opened
January 27, 2026	Notice of Award pending state concurrence
November 20, 2026	Substantial Completion

- 3.1 *Pre-Bid Meeting and Site Visit.* The District will hold a Pre-Bid meeting on November 20, 2025 at 11:00 AM CST with a site visit to follow. Attendance at the Pre-Bid meeting is not mandatory. The purpose of this meeting is to discuss with Bidders the work to be performed. A site visit will take place immediately following the Pre-Bid meeting. Individual site visits will not be scheduled.

This meeting is informational only and will be held at:

Springfield Mass Transit District
Administrative Offices, Conference Room
928 S 9th St., Springfield, IL 62703

- 3.2 *Inquires, Questions, and Addenda.* Requests for interpretations, clarifications, and/or deviations shall be made in writing by 4:00 PM CST on December 4, 2025 to the Grants and Procurement Manager, Hadley Markiewicz, at purchasing@smttd.org. Only requests made in writing will be considered. Responses will be sent to all interested parties and posted at smttd.org/bids by 4:00 PM CST on December 11, 2025.

4.0 **Non-Contact**

No communication seeking to influence the outcome of the procurement process is allowed between Bidders and the District, District staff, or the Board of Trustees. Failure to comply with this policy will result in the immediate disqualification of the offending Bidder. All communication regarding the IFB shall be directed to Hadley Markiewicz, Grant and Procurement Manager, in writing to purchasing@smttd.org.

5.0 **Cost of Submissions**

The District is not liable for any costs incurred preparing, presenting, testing, or negotiating the Statements of Qualifications submitted in response to this solicitation.

6.0 **Postponement and Amendment**

The District reserves the right to revise or amend any part of this IFB prior to the date and time for delivery. Such revisions and amendments, if any, shall be issued through addenda to this IFB. Copies of such addenda and/or amendments shall be placed on the District’s website and will be

sent to the Bidders' email address submitted on the Interested Bidder's form. If the revisions or addenda require changes in requested information or the format for submission, then the established date for submission contained in this IFB may be postponed by such number of days as, in the District's opinion, shall enable Bidders adequate time to revise their Bids.

Addenda and/or amendments to the IFB, after receipt of the Bids, shall be offered only to those Bidders who qualify by having submitted Bids by the date and time required for submittal.

SECTION 2: SUBMISSION INSTRUCTIONS

1.0 Submission Requirements

Bidders may submit one (1) original of the Bid Form, and all required, signed attachments in a sealed envelope with the name and address of the Bidder clearly visible. Bids shall be submitted to:

Springfield Mass Transit District
ATTN: Hadley Markiewicz
928 South Ninth Street
Springfield, IL 62703

RE: Invitation for Bid #2025-01

The District shall NOT be responsible for unintentional, premature opening of a submission that has not been properly addressed and identified per the instructions included with this IFB. The District will not accept responsibility for late submissions that may be improperly routed or otherwise delivered after the prescribed date and time. It is each Bidder's responsibility to ascertain that the District has received its submission by the specified deadline.

Bids shall NOT be submitted by facsimile or other electronic transmission.

2.0 Submission Format

Bids 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. Bidders shall refrain from submitting excessive marketing materials. Sections shall be clearly labeled or tabbed to coincide with the sections of the IFB, and pages should be numbered in each section.

3.0 Confidentiality

Between the date and time that submissions are due until a 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 submission's distinguishing or deficient characteristics.

4.0 Taxes

The District is authorized under the Retailers' Occupation Tax Act to purchase tangible property tax-free. These taxes must not be included in pricing. A copy of the SMTD tax exemption certificate will be provided upon request.

5.0 Assumption of Risk-of-Loss

The Contractor shall assume all risk-of-loss of any equipment delivered in unsatisfactory condition to the District property and pursue remediation with the shipper. Likewise, the Contractor shall assume all risk-of-loss during the installation of said product.

6.0 Construction Bonds

6.1 *Bid Bond.* All Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in the sum of 5% of the Bid price and made payable to the District. The Bid Bond must be issued by a fully qualified surety company acceptable to the District and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.

It is understood and agreed that if the undersigned Bidder should

- Withdraw any part or all of the Bid within ninety (90) days after the Bid opening without the written consent of the District;
- Shall refuse or be unable to enter into this Contract, as provided above;
- Shall refuse or be unable to furnish adequate and acceptable Performance Bonds and Payments Bonds;

- Or refuse or be unable to furnish adequate and acceptable insurance,

then the Bidder shall forfeit their Bid security to the extent of the District's damages related to the withdrawal, refusal, or inability to enter into an agreement.

It is further understood and agreed that if the defaulting Bidder's Bid Bond shall prove inadequate to fully compensate the District for the damages occasioned by default, then the undersigned Bidder agrees to indemnify the District and pay over to the District the difference between the Bid security and the District's total damages.

- 6.2 Upon award, the Contractor shall provide evidence of payment and performance bonds to the District.

- 6.2.1 *Performance Bond:* The penal amount of performance bonds shall be 100% of the original contract price, unless the District determines that a lesser amount would be adequate for the protection of the District.

The District may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100% of the increase in the contract price. The District may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- 6.2.2 *Payment Bond:* The penal amount of the payment bond shall equal 50% of the contract price.

SECTION 3: SCOPE OF WORK

1.0 Introduction

Before submitting a Bid, Bidders shall familiarize themselves with the work, rules governing acceptance of the work site, local labor conditions, conditions at the site for delivery and installation, all laws, regulations and other factors affecting performance of the work. The Bidder shall carefully observe site conditions to ensure understanding of project, contract timeline, bidding documents, and contract drawings and specifications. The submission of a Bid will constitute the Bidder's understanding and compliance with the requirements outlined in the scope of work, plans, drawings, and technical specifications.

2.0 Major Items

Exhibit A (Specifications) and Exhibit B (Drawings) complete the Scope of Work. Both Exhibits are available for printing through Springfield Reprographics at 1620 S 5th St, Springfield, IL, (217) 523-4632, or service@springfieldrepro.com. The Contractor is solely responsible for applying and obtaining all necessary permits and licenses required to complete the project. The following is a summary of the project, but the Contractor shall defer to the construction documents for specifications.

2.1 *Demolition.* The Contractor shall identify a list of all salvageable materials prior to the start of demolition. Demolition shall include:

- Removal of debris
- Removal of surface/pavement mix
- 8' chain link fence
- Storage trailers

2.2 *Site Redevelopment.* Site Redevelopment shall include:

- Paving the lot
- Installing fencing and swinging gates
- Installing lighting
- Installing security cameras

2.3 *Building Work Scope.* Building work includes the installation of a coiling door and man door on the existing garage.

3.0 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specifications and to any omission in the specifications. Any omission or question of interpretation of the specifications that affect the performance or quality of the proposed equipment shall be addressed in writing and submitted in accordance with the schedule for submission.

4.0 Warranty

4.1 No less than the manufacturer's most favorable warranty offered to commercial customers in the normal course of business shall apply to all parts and materials or warranty periods identified in the construction document, whichever is greater.

4.2 A copy of warranties shall be furnished to the District identifying the parts covered under the warranty by part number. The warranty shall not begin until the project passes the District's inspection and is accepted as substantially complete by the District.

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

5.0 Permits, Licenses, and Utility Work

- 5.1 Contractor shall acquire and pay for all permits including, but not limited to, those required by state and EPA relating to this work.
- 5.2 The cost of all licenses and permits required, which are applicable at the time Bids are opened and not specified to be obtained by the District, shall be paid for by the Contractor.
- 5.3 The cost for moving, extending, or relocating utilities, which are applicable at the time Bids are opened and not specified to be obtained by the District, shall be paid for by the Contractor.

6.0 Standard Insurance Requirements

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

COVERAGE TYPE	LIMITS
Worker's Compensation	Statutory Limits For Each Respective State
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Person
Auto Liability	\$1,000,000 Combined Single Limit
General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate \$2,000,000 Completed Operations
Excess/Umbrella Liability	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

The Contractor must provide proof of a Builders Risk policy for the cost of the following:

- Installation of razor wire fencing
- Installation of lighting
- Installation of security cameras
- Installation of coiling door
- Installation of man door

Hurst Rosche and the District must be named as an additional insured under the liability coverage on a primary and non-contributory basis. This is to include CG 2010 11 85 or equivalent (arising out of completed operations) Evidence of the above coverages must be supplied to the District within 10 days of being issued a subcontract.

7.0 Brand Name or Equal

The District's preference to a brand name, manufacturer, make, or catalogue designation in describing an item does not restrict the Bidder to that brand or model, etc. unless marked "no substitution." The District may make such reference to indicate the type, specifications, character, quality and/or performance equivalent of the item desired. However, Bidders are required to furnish the exact item described in the specifications unless the Bidder submits a Request for Approved Equal (Attachment B) and that request is approved, in writing, by the District.

SECTION 4: EVALUATION

1.0 General

- 1.1 *Rejection of Submission.* The right is reserved to accept any submission, or any part thereof, or to reject any and all submissions. Acceptance of any submission is subject to concurrence by the Illinois Department of Transportation and the US Department of Transportation.
- 1.2 *Single Submission Response.* Upon receiving a single submission, the District will review the process to determine if competition was adequate (this will include a review of the specifications for undue restrictiveness). If the competition can be determined to be adequate, then the competition requirements will be fulfilled, and the contract will qualify as valid.
- 1.3 *Submission Mistakes or Withdrawal.* An interested Bidder who seeks to rescind its Bid or correct an error in its Bid may do so prior to Bid opening. After the Bids are opened, the Bid may not be withdrawn for 90 calendar days.

2.0 Eligibility for Award

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

- 2.1 *Responsive.* Bidders who comply with all material aspects of the solicitation are considered responsive. Use Attachment A for guidance on this requirement.
- 2.2 *Responsible.* A Bidder 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 with the necessary facilities and financial resources to perform the services in a satisfactory manner and within the time specified.

At a minimum, Bidders are expected to:

- 2.2.1 Refrain from knowingly undertaking collaboration or representation that will create a conflict with the District.
- 2.2.2 Have sufficient financial resources and capability to finance the proposed projects.
- 2.2.3 Comply with the proposed performance schedule, taking into consideration all existing business commitments.
- 2.2.4 Exhibit satisfactory performance and integrity on similar, past projects.
- 2.2.5 Be considered eligible and otherwise qualified to receive an award under applicable laws and regulations.

3.0 Bid Opening

Bids will be opened publicly on January 15, 2026 at 2:00 PM at the District's Administrative Building (928 S 9th St, Springfield, IL); however, there will be no immediate award of a Contract. Bid summaries may be made available after the Board has approved an Award. Award will be made to the responsive and responsible Bidder with the lowest Bid.

- 3.1 *Lowest Bid.* The District will award the project on the basis of a Best and Final Price and any Alternate Bids. The Award based on the TOTAL COST of project shall be made ONLY to the lowest, most responsive and responsible Bidder. The District reserves the right to accept Alternate Bids and to accept or reject any items.

4.0 Award

- 4.1 Award is contingent upon

- Approval of the Bid by the District Board of Trustees;
- IDOT pre-award concurrence;
- Payment and performance bonds; and

- Certificate of Insurance.

4.2 A Notice to Proceed (NTP) will be issued via email to the successful Bidder. Once the NTP has been fully executed by the District, a binding Contract is created and it may be amended, modified or terminated ONLY in writing, signed by each of the parties hereto.

4.2.1 This Contract shall supersede all previous communications, representations, or Contracts, either oral or written, between the parties.

4.2.2 The Contract should not be construed in favor of or against any party.

4.3 The District reserves the right to accept or reject any Bid, all Bids, or any part of any Bid, with the discretion to select the successful Bidder.

4.4 In the event of a default by the successful Bidder, the District reserves the right to cancel the award and reissue the IFB.

5.0 Contract Period

The contract term shall be mutually established by both the District and Contractor, once an award has been made. However, the District expects a substantial completion date of November 20, 2026.

6.0 Method Of Payment

The District prefers the Contractor submit an application and certification for payment, such as G702 form, that details itemized costs, description of work, scheduled value, work completed, materials stored and retainage, on a monthly basis. The District shall review the invoice and shall, if all documentation has been received and is deemed acceptable, approve the appropriate payment as specified, no later than thirty (30) days from the receipt and acceptance of the invoice.

Supporting documentation may include apprenticeship participation, certified payroll, and any other pertinent information related to the project. The maximum compensation to be paid shall be the bid amount, plus or minus approved and documented changes.

7.0 Retainage

The District may withhold an amount not to exceed ten (10%) percent of the District's portion of net project costs of this agreement to ensure substantial completion by the Contractor of the project. The District may at any time release any portion of any such retainage if, in the opinion of the District, the Contractor has substantially completed sufficient portions of the project to justify such payments.

SECTION 5: TERMS AND CONDITIONS

1.0 Access to Third Party Contract Records

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

2.0 Accounting Records

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

3.0 Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the District. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The District reserves the right to accept or reject any such assignment, although the District's acceptance shall not be unreasonably withheld.

4.0 Audit

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

5.0 Bonding

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

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

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

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

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

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

The Irrevocable Stand-By Letter of Credit will only be accepted by the District if:

- 5.2.1 The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. the District will not accept a Letter of Credit from an entity other than a bank.
- 5.2.2 It is in writing and signed by the issuing bank.
- 5.2.3 It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
- 5.2.4 The District is identified as the Beneficiary.
- 5.2.5 It is in an amount equal to one hundred percent (100%) of the Contract value. This amount must be in U.S. dollars.
- 5.2.6 The effective date of the Letter of Credit is the same as the effective date of the Contract
- 5.2.7 The expiration date of the Letter of Credit coincides with the term of this Agreement.
- 5.2.8 It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the District and the Contractor, and the work stipulated herein.

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

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

6.0 Contract Changes

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

7.0 Domestic Preferences for Procurement

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

8.0 Equal Employment Opportunity

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

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

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

9.0 Financial Assistance Acknowledgement

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

10.0 Illinois Prevailing Wage

Contractor certifies that the construction of fixed works which are financed in whole or in part with funds provided by this Contract shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the Act exempt it. In the performance of the Contract, not less than the prevailing rate of wages

as applicable, shall be paid to all laborers, workers, and mechanics performing work under the Contract and requiring all bonds of subcontractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

11.0 Illinois Works

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

12.0 Insurance Requirements

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

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

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

- 12.1 Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
- 12.2 Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
- 12.3 Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - 12.3.1 Operations - Premises Liability;
 - 12.3.2 Independent Contractor's Liability;
 - 12.3.3 Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
 - 12.3.4 Products Liability;
 - 12.3.5 Completed Operations Liability;
 - 12.3.6 Personal Injury Liability, including claims arising from employees of the contractor; and
 - 12.3.7 Broad Form Property Damage Liability.
- 12.4 *Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).* All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty. The Contractor shall indemnify and hold the District harmless against any direct or indirect damages

that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the District reserves all claims or rights of action against the Contractor as may be required in the best interests of the District the District shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the District listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the District a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the District and their insurance companies.

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

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

13.0 Intellectual Property Hold Harmless

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

14.0 Lobbying

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

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

14.2.1 Any attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

14.2.2 Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;

14.2.3 Any attempt to influence the introduction of Federal or state legislation, the enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state

or local officials to engage in similar lobbying activity), the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; and

14.2.4 Any government official or employee in connection with a decision to sign or veto enrolled legislation.

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

15.0 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

16.0 Prohibited Interest of Local Official

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

17.0 Prompt Payment

THIS CLAUSE APPLIES TO ALL SUBCONTRACTORS.

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 The District shall conduct prompt payment audits that require the Proposer to submit proper documentation to verify compliance with this provision.
- 17.5 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.

18.0 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.

- 18.1 *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.

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.2 *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 the District or the federal government.

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

18.3 *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.

18.4 *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.

19.0 Retainage

The District will withhold retainage on construction contracts as allowed under Public Act 103-0570.

19.1 Prior to the completion of fifty percent (50%) of the contract, the District will not withhold retainage from any payment in an amount in excess of ten percent (10%) of any payment made prior to the date of completion of fifty percent (50%) of the contract, if a bond or bond substitute (as required by

Public Act 103-0570) has been provided by the Contractor. When the contract is fifty percent (50%) complete, the District shall reduce the retainage so that no more than five percent (5%) is held. After the contract is fifty percent (50%) complete, no more than five percent (5%) of the amount of any subsequent payments made under the contract will be withheld as retainage.

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

20.0 Retention of Records

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

21.0 Subcontracts

The Contractor shall not enter into any subcontracts or agreements, or authorize any work by the forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this contract and any subsequent contracts, without the prior concurrence of the District. All such subcontracts and agreements shall be approved by the District. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

22.0 Termination

- 22.1 *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.
- 22.2 *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.
- 22.2.1 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.
- 22.2.2 The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.
- 22.2.3 The Contractor shall only be paid the Agreement price for services performed in accordance with the manner or performance set forth in this Agreement.
- 22.2.4 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.

- 22.2.5 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.
- 22.2.6 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.

23.0 Warranty of Construction

A warranty of construction will normally be provided for construction projects. Construction warranties will normally be for a minimum period of one (1) calendar year, unless otherwise noted in the contract award, from the date of each Project completion, as evidenced by the date of final acceptance of the work. At a minimum, the Contractor warrants that work performed under any contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the Contractor or any of its subcontractors or suppliers. the District shall be entitled to all warranties as provided by law. Under this warranty condition, the Contractor shall remedy at its own expense any such failure to conform, or any such defect. Nothing in the above intends or implies that this warranty provision shall apply to work which has been abused or neglected by the District The Contractor shall not limit or exclude any implied warranties, and any attempt to do so shall render a contract voidable at the option of the District The Contractor warrants that the goods and equipment furnished will conform to the specifications, drawings, plans, descriptions or requirements noted in the solicitation or submittal packages, and any subsequent contract or agreement, as amended. The Contractor warrants that any construction services, work, or materials purchased by the District will conform to the standards promulgated by the U.S. Department of Labor, under the Occupational Safety and Health Act (OSHA) of 1970.

Construction warranties may be covered in further detail by the Construction Specifications of a given solicitation package.

SECTION 6: ATTACHMENTS

All attachments, unless otherwise stated, must be submitted with Bids for the Bid to be considered. Bids are due no later than 2:00 PM CST on January 15, 2026.

- ATTACHMENT A: PRELIMINARY REVIEW CHECKLIST
Attachment A does not need to be submitted with your Bid.
- ATTACHMENT B: REQUEST FOR APPROVED EQUAL
If applicable, must be submitted by December 4, 2025.
- ATTACHMENT C: RESPONSIBLE BIDDER ORDINANCE
Must be submitted with Bid.
- ATTACHMENT D: PROMPT PAYMENT AFFIDAVIT
Must be submitted with Bid.
- ATTACHMENT E: CERTIFICATION OF POWER OF EXECUTION
Must be submitted with Bid.
- ATTACHMENT F: NON-COLLUSION AFFIDAVIT
Must be submitted with Bid.
- ATTACHMENT G: CERTIFICATION REGARDING LOBBYING
Must be submitted with Bid
- ATTACHMENT H: BID FORM
Must be submitted with Bid.

A. *Written Bid Preliminary Review Checklist*

CATEGORIES		Pass	Fail
1.	Bid submitted on time	☐	☐
2.	Required bid content and format	☐	☐
3.	ATTACHMENTS		
B.	Request for Approved Equal	☐	☐
C.	Responsible Bidder's Ordinance	☐	☐
D.	Prompt Payment Affidavit	☐	☐
E.	Certification of Power of Execution	☐	☐
F.	Non-Collusion Affidavit	☐	☐
G.	Certification Regarding Lobbying	☐	☐
H.	Bid Form	☐	☐

Reviewer

Date

2nd Reviewer

Date

B. Request for Approved Equal

Complete this form for each condition, exception, reservation, or understanding (i.e., deviation) in the Bid.

REQUEST NO.	NAME OF FIRM
DESCRIPTION OF REQUEST	
RATIONALE (PROS AND CONS)	

 Signature

 Date

FOR DISTRICT USE ONLY

DATE RECEIVED:		DATE OF REPLY:	
APPROVED	APPROVED WITH CONDITIONS	CLARIFICATION REQUIRED	DENIED
RATIONALE FOR DECISION			

 Reviewer's Signature

 Date

C. Responsible Bidder Ordinance

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 BIDS 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 Bid 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 Bid, 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 Bid.
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 Bid rejected.
3. That the Board may reject any Bid 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 Bidder 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 Bid;
- 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;
- 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.

B. That the Bidder 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 BIDS 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 BIDS rejected by the Board pursuant to this Ordinance on three or more occasions within the two years immediately preceding the submission of the Bid which is then currently before the Board for consideration, shall be debarred from submitting further BIDS for such District projects for a period of one year following the rejection of the Bid then currently being considered by the Board.

By signature below, the Bidder, _____, 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 Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

D. Prompt Payment Affidavit

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

- The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from the District for that work.
- The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after the District has released retainage to the Contractor for that portion of the work.
- The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by the District's authorized representative.
- The undersigned understands and agrees that the District will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies adherence to the prompt payment clause.

Complete either (A) or (B), as applicable.

- (A)** The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

- (B)** The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

E. Certification of Power of Execution

The undersigned, an _____ of _____, a _____,
(Officer, Partner, Proprietor etc.) (Name of Company/Firm) (Corporation, Proprietorship, etc.)

having its principal office or registered agent at _____
(Address including City, State)

hereby certifies that the Company has duly authorized by appropriate action and/or hereby does
nominate, constitute, appoint and authorize _____
(Name of Individual Signing Document)

with full power to act _____, 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 Respondent 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).

Signature of Authorized Official Date

Printed Name of Authorized Official

Title of Authorized Official

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 _____

My commission expires _____

NOTARY SEAL

F. Non-Collusion Affidavit

STATE OF _____)

IMPORTANT: This affidavit
must be properly completed and
submitted with all PROPOSALS

COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that they are an _____
(Officer, Partner, Proprietor etc.)

of _____, the Respondent submitting this Proposal, that such
(Name of Company/Firm)

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 Respondent has not been a party to any agreement or collusion among Respondents or prospective Respondents 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 Respondent or anyone else interested in the proposed contract.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__.

Notary Public

NOTARY SEAL

G. Certification Regarding Lobbying

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 Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

H. Bid Form

Use the form below to provide the Bid. The Bid and all required attachments shall be delivered to the District in a sealed envelope. The sealed envelope shall have the name of the project and name of company on the outside of the envelope.

Project IFB #2025-01 East Property Development	Issue Date November 13, 2025	Closing Date January 15, 2026
Name of Company	License Number	
Address, City, State, Zip Code		
UEI Number	Contact Person	
Phone Number	Email Address	

Having examined the Scope of Work and all matters referred to in the Invitation for Bid and the Contract Documents prepared by Hurst Rosche for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for sum as detailed in the table below.

Scope of Work Section	Estimated Timeline	Price
Demolition		
Site Redevelopment		
Building Work		
Total Bid Price		

The undersigned acknowledges the following:

- The bid price is guaranteed for 120 days after Bid Opening by the District.
- Costs and Premiums for Payment and Performance bond insurance, all permits, and fees are included in the bid amount. All taxes are excluded from the bid amount.
- The Undersigned agrees to furnish a listing of subcontractors and manufacturers with their Bid. After approval of the list by the District and Hurst Rosche, it shall not be changed unless written approval of changes is authorized by the District and Hurst Rosche.
- The surety company writing the bonds shall be subject to approval by the District. If the District does not approve the surety company, for good and sufficient reason, then the Contractor shall furnish bonds with another surety company acceptable to the District.
- The Undersigned understands and agrees to comply with and be bound by the IFB issued for this Work.
- Receipt of complete set of documents and understands the meaning of their content and shall willingly comply with the guidelines set forth in those documents.

Solicitation: SMTD – Invitation for Bid #2025-01

Project: East Property Development

- Receipt of Addenda numbers: _____.

By signing below, the Bidder proposes to furnish the services as described in the Scope of Work, all matters referred to in the Invitation for Bid, and the specifications and drawings prepared by Hurst Rosche for the **East Property Development**. The Bidder also agrees to all terms, conditions, and clauses as detailed in the Invitation for Bid.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title of Authorized Official

TO BE COMPLETED BY THE DISTRICT UPON AWARD

Bid accepted and contractual documents consists of IFB #2025-01, acknowledged addendum, and Exhibit A and Exhibit B.

Award of Contract approved by Springfield Mass Transit District Board of Trustees.

Approved

Brian Brewer, Chairperson

Date