



Date: December 15, 2025
To: Potential Bidder
Subject: Springfield Mass Transit District Server and Storage Update

To Whom It May Concern:

Springfield Mass Transit District (the "District") is requesting quotes for the supply of two (2) complete rackmount servers and storage per the minimum specifications listed in this Request for Quotes (RFQ). All quotes are due no later than **Thursday, January 15, 2026 by 2:00 PM CST**. All official correspondence regarding this RFQ shall be transmitted to and from the District's Grants and Procurement Manager, Hadley Markiewicz, in writing at purchasing@smtd.org.

All necessary information is attached as follows:

Section 1: General Information
Section 2: Scope of Work
Appendix A: Terms and Conditions
Appendix B: Quote Form

Sincerely,

A handwritten signature in black ink that reads 'Hadley Markiewicz'. The signature is fluid and cursive, with the first name 'Hadley' and last name 'Markiewicz' clearly visible.

Hadley Markiewicz
Grants and Procurement Manager

SECTION 1: GENERAL INFORMATION

1.0 Procurement Schedule

The following timeline has been established for this RFQ:

DATE	TASK
December 15, 2025	Request for Quotes issued
January 15, 2026 2:00 PM CST	Quotes due
January 27, 2026	Notice to Proceed issued

2.0 Required Submission Content

- 2.1 The Respondent shall submit one (1) original quote with the **best and final price** for the equipment using Appendix B.
- 2.2 Quotes shall include detailed specifications for all equipment, as well as a drawing showing the servers, storage, etc., noting all recommended connections between those components.
- 2.3 Quotes shall be submitted electronically to bids@smttd.org.

3.0 Evaluation and Award

The award of a **firm, fixed-price** contract shall be made to the lowest responsive and responsible Respondent as defined below.

- 3.1 *Responsive.* Bidders who comply with all material aspects of the solicitation are considered responsive. Use Attachment A for guidance on this requirement.
- 3.2 *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:

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

4.0 Contract Term

Hardware maintenance and support shall begin upon successful installation and continue for a period of five (5) years. The District may choose to continue the hardware maintenance and support for two (2) optional one (1) year contracts.

5.0 Method of Payment

An itemized invoice shall be provided to the District at finance@smttd.org upon delivery of the equipment. The invoice shall include a copy of the vendor's current W9 form and a completed ACH form. The District shall remit payment within thirty (30) days of approving the invoice.

SECTION 2: SCOPE OF WORK

Bid Specifications:

Following are the minimum specifications for Qty. 2 Rack Mount Servers for Virtualization with All Flash Storage Array, Rack, KVM and PDU.

Rack Mount Servers (Qty. 2) Business Class Servers Optimized for Virtualization		
1	Server Chassis	1U 10X2.5" Server Chassis
2	CPU 2 Sockets	2 x Xeon Gold 6526Y 16C 195W 2.8GHz Processor
3	Memory	512 GB RAM in balanced configuration (8 x 64 GB DIMMs)
4	Boot Drive	2 x M.2 480GB SSDs for hypervisor boot drive
5	Onboard Network Adapter	Broadcom 57416 10GBASE-T 2-port OCP Ethernet Adapter
6	PCIe Adapter	2 x Broadcom 57416 10GBASE-T 2-Port PCIe Ethernet Adapter
7	Adapter for storage subsystem	32Gb 2-port PCIe Fibre Channel Adapter
8	Power Supply	Redundant power supplies 750W 230V/115V (Dual Redundant Hot Swap Power Supplies)
9	Power Cables	Connect to PDU in Server Rack
10	Keyboard, Mouse, and Monitor	Attached to Rack KVM
11	Remote Management Card	1) Support for remote media. 2) Automatic collection of and forwarding to vendor support of OS logs and system health metrics. 3) Integration with VMWare vCenter to enable inventory, performance monitoring and hardware firmware updates using vSphere Update Manager 4) Automatic survey and download of relevant hardware firmware updates.
12	PCIe Slots	3 slots minimum
13	Support	Five years 24/7, 4 hour on-site response support with ability to keep your drive (see support requirements in services section).
All Flash Storage Array (Qty. 1)		
1	Storage Controller	2U24 Chassis with Dual Controller 32GB cache
2	Connectivity	Dual 4-port 32 Gb Fiber Channel host attach adapters with 32Gb FC SFP+ Transceivers
3	Hard Drives & Capacity	Approx. 15 TiB usable of all-flash storage, physical SAS SSD capacity after drive spare and RAID overhead. 13 x 1.92TB 1DWD 2.5" SSD
4	Cables	4 x 3m LC-LC OM3 MMF Cable
5	Power Supply	Redundant power supplies

6	Software to support	1) Thin Provisioning 2) Space efficient snapshots 3) Non-disruptive capacity expansion 4) Non-disruptive volume expansion 5) Data Compression selectable on per volume basis 6) Ability to address up to 1.3PB of capacity 7) Option to later add automatic tiering between flash and NLSAS drives should the need for another class of storage arise
7	Operating Systems Supported	VMware ESXi 8.0 or whatever is current at time of Bid
8	RAID Levels	RAID 5,6,10
9	Expansion	allow resizing of volumes and array capacity without downtime
10	Monitoring	Ability to monitor enclosure for errors
11	Support	Five years 24/7, 4 hour on-site response support with ability to keep your drive (see support requirements in services section).
12	Notification	SNMP, Email

Rack, KVM, KMM Specifications

- 42 U Rack with Doors
- 8 port KVM switch with server interface pods for servers bid
- Rack mountable Keyboard, Monitor, Mouse KMM with cables necessary for connection.
- Two 208V, OU Basic Rackmount PDUs
- Blanking Panels
- Package includes leveling feet, side panels, rack casters and any hardware needed to mount equipment.
- Integrated cable management. (Cable Management Guides)
- Ability to mount any standard rack equipment.
- Ability to mount 0 U Power Distribution Units for enclosed equipment.
- Remote Management with Telnet or SSH
- Input Device Keyboard, Touchpad
- 83 Key Keyboard Layout with full 101 Key functionality
- Touchpad Integrated Mouse Buttons 2 Mouse Buttons Input Device
- 17 in. Monitor
- Interfaces to supplied KVM switch.

PDU Specifications

Quantity = 2 PDU's

- Zero U Rack Mountable Power Distribution Strip.
- 208V
- Surge Suppression Included
- NEMA L6-30 Lock

APPENDIX A: TERMS AND CONDITIONS

1.0 District's Rights and Options

The District reserves the right, at the District's own discretion, to take an action affecting this solicitation, this solicitation process, or the services or facilities related to this solicitation, that would be in the best interests of the District including, but not limited to the following:

- 1.1 *Postponement and Amendment.* The District reserves the right to revise or amend any part of this RFQ prior to the date and time of proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this IFB.

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 Respondents adequate time to revise their Bid.

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

- 1.2 *Rejection of Submission.* The District reserves the right 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.
- 1.3 *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 FTA's competition requirements will be fulfilled, and the contract will qualify as valid.
- 1.4 *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, 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.

2.0 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 submission opening. After the submissions are opened, Bids may not be withdrawn for 90 calendar days.

3.0 Non-Contact

No communication seeking to influence the outcome of the procurement process is allowed between Respondents 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 Respondent. All communication regarding the IFB shall be directed to Hadley Markiewicz, Grant and Procurement Manager, in writing to purchasing@smttd.org.

4.0 Cost of Submissions

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

5.0 Disclosure of Submissions

Respondents are allowed to mark protected and/or proprietary information that they believe does not have to be disclosed under the requirements of the Freedom of Information Acts, both state and federal as confidential.

- 5.1 The District may deny 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 Respondents, 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).

- 5.2 The final ranking of the submitting Respondents shall be released upon request and only after the final evaluation and ranking have been completed by the evaluation committee and not prior to 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.

6.0 Choice of Law and Forum

This Contract shall be governed by and construed in accordance with the laws of the State of Illinois. Any action to enforce this Contract shall be brought solely in the federal or state courts of Sangamon County, Illinois.

7.0 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.

8.0 Access to Records and Reports

- 8.1 *Record Retention.* The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- 8.2 *Retention Period.* The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 8.3 *Access to Records.* The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- 8.4 *Access to the Sites of Performance.* The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

9.0 Americans with Disabilities Act

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

10.0 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.

11.0 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

12.0 Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 12.1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- 12.1.1 *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of

race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

- 12.1.2 *Prohibition against Employment Discrimination.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 12.2 *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 12.3 *Nondiscrimination on the Basis of Age.* The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 12.4 *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- 12.5 *Civil Rights and Equal Opportunity.* The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- 12.5.1 *Nondiscrimination.* In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 12.5.2 *Equal Employment Opportunity.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 12.5.3 *Age.* In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any
- 12.5.4 *Disabilities.* In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 12.5.5 *Federal Law and Public Policy Requirements.* The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S.

Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

13.0 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.

14.0 Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award.

15.0 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).

16.0 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

17.0 Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

18.0 No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19.0 Notice to FTA and U.S. Dot Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

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.

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

- 19.2 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.
- 19.3 The Recipient 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, bribery, gratuity, or similar misconduct. 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.

20.0 Patent Rights and Rights in Data

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

- 20.1 Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.
- 20.2 For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- 20.3 The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- 20.3.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- 20.3.2 Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 20.4 Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 20.5 Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor

shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- 20.6 Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 20.7 Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 20.8 The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

21.0 Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

22.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

22.1 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

22.1.1 Procure or obtain;

22.1.2 Extend or renew a contract to procure or obtain; or

22.1.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of 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.

22.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

22.3 See Public Law 115-232, section 889 for additional information.

22.4 See also § 200.471.

23.0 Prompt Payment

THIS CLAUSE APPLIES TO ALL SUBCONTRACTORS.

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 The District shall conduct prompt payment audits that require the Proposer to submit proper documentation to verify compliance with this provision.
- 23.5 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.

24.0 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.

- 24.1 *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.
- 24.1.1 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.
- 24.1.2 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.

- 24.1.3 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.
- 24.2 *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.
- 24.3 *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.
- 24.4 *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.
- 25.0 ***Restrictions on Lobbying***
- 25.1 *Conditions on use of funds.* No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
- Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by this section.
- Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under this section if paid for with appropriated funds.
- Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an

- officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- 25.2 *Certification and disclosure.* Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
- 25.2.1 Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
 - Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- 25.2.2 A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- 25.2.3 A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
- Unless such person previously filed a certification, and a disclosure form, if required, under this section.
- 25.3 Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under this section. An event that materially affects the accuracy of the information reported includes:
- 25.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- 25.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- 25.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- 25.4 Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- 25.4.1 A subcontract exceeding \$100,000 at any tier under a Federal contract;
- 25.4.2 A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- 25.4.3 A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- 25.4.4 A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- Shall file a certification, and a disclosure form, if required, to the next tier above.
- 25.5 All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in this section. That person shall forward all disclosure forms to the agency.
- 25.6 Any certification or disclosure form filed under this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- 25.7 For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- 25.8 No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.
- 26.0 *Safe Operation of Motor Vehicles***
- 26.1 *Seat Belt Use.* The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

- 26.2 **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

27.0 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.

28.0 Termination

- 28.1 **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.
- 28.2 **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.
- 28.2.1 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.
- 28.2.2 The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.
- 28.2.3 The Contractor shall only be paid the Agreement price for services performed in accordance with the manner or performance set forth in this Agreement.
- 28.2.4 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.
- 28.2.5 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.
- 28.2.6 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.

29.0 Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

APPENDIX B: QUOTE FORM

Project Server and Storage Update	Issue Date December 15, 2025	Closing Date January 15, 2026
Name of Company	Contact Person	
Address, City, State, Zip Code		UEI Number
Phone Number	Email Address	

Having examined the Scope of Work and all matters referred to in the request for quotes for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to provide the equipment for a best and final sum of : \$_____.

Quotes shall include detailed specifications for all equipment, as well as a drawing showing the servers, storage, etc., noting all recommended connections between those components.

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 represents that the Respondent has read and understands the requirements of the Clauses, Terms and Conditions, and agrees to comply with all local, state, and Federal rules and regulations applicable to this project. Failure to comply with any terms may disqualify the submitting Bidder/Contractor as non-responsive.

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

CONTRACTOR**SANGAMON MASS TRANSIT DISTRICT**

Signature

Signature

Printed Name

Printed Name

Date

Date