## AGENDA

**Board of Trustees Meeting**  
Madison County Mass Transit District  
9:30 a.m., Thursday, January 30, 2014  
One Transit Way, Granite City, Illinois

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<tr>
<th>Item</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Pledge of Allegiance.</td>
<td>Information</td>
</tr>
<tr>
<td>II. Call to Order: Roll Call.</td>
<td>Information</td>
</tr>
<tr>
<td>III. Consideration of the minutes of the December 19, 2013 regular meeting for inclusion in the official records of the District.</td>
<td>Approval</td>
</tr>
<tr>
<td>IV. Public Comments.</td>
<td>Information</td>
</tr>
<tr>
<td>V. Financial:</td>
<td>Approval</td>
</tr>
<tr>
<td>A. Payments and Claims: Consideration of the December 2013 claims for payment.</td>
<td>Approval</td>
</tr>
<tr>
<td>VI. Transit Service:</td>
<td>Approval</td>
</tr>
<tr>
<td>A. Social Media Presentation: Marketing staff.</td>
<td>Information</td>
</tr>
<tr>
<td>B. Managing Director’s Report: Jerry J. Kane.</td>
<td>Information</td>
</tr>
<tr>
<td>C. Resolution 14-20 Authorizing the award of contract for the purchase of heavy-duty mobile column lifts.</td>
<td>Approval</td>
</tr>
<tr>
<td>D. Resolution 14-21 Authorizing the award of contract for the Granite City Bus Station roof replacement.</td>
<td>Approval</td>
</tr>
<tr>
<td>E. Resolution 14-22 Adoption of the Madison County Mass Transit District’s revised Procurement Policies and Practices.</td>
<td>Approval</td>
</tr>
<tr>
<td>F. Resolution 14-23 Allowing all Madison County, Illinois students in grades 7-12 to ride the MCT Fixed Route System free of charge with the 2014 MCT Summer Youth Pass.</td>
<td>Approval</td>
</tr>
<tr>
<td>VII. Other Business:</td>
<td>Information</td>
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<tr>
<td>VIII. Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, and 2(c)11 of the Open Meetings Act).</td>
<td>Approval</td>
</tr>
<tr>
<td>X. Adjournment.</td>
<td>Information</td>
</tr>
</tbody>
</table>
I. **Pledge of Allegiance**

Chairman Corbett led the reciting of the Pledge of Allegiance.

II. **Call to Order**

Chairman Corbett called the meeting to order at 9:30 a.m.

MEMBERS PRESENT: Daniel Corbett, J. Terry Allan, Rose Marie Chadwick, Edward Hagnauer, and Bruce Malone

OTHERS PRESENT: Jerry Kane, Managing Director; John Papa, Legal Counsel; Mary Ruth Kettenbach, ACT; and Erin Werner, ACT

III. **Consideration of the Minutes of November 21, 2013**

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE CHADWICK, TO APPROVE THE MINUTES OF THE NOVEMBER 21, 2013 REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IV. **Public Comments**

No public comments were presented.

V. **Financial**

A. **Payments and Claims:** Consideration of the November 2013 claims for payment:

Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE PAYMENTS AND CLAIMS FOR NOVEMBER 2013, EXCLUDING THE PAYMENTS AND CLAIMS TO GRANITE CITY TOWNSHIP.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED.
TRUSTEE CHADWICK MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE PAYMENTS AND CLAIMS TO GRANITE CITY TOWNSHIP.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  ABSTAIN
BRUCE MALONE  AYE

ALL AYES. NO NAYS. TRUSTEE HAGNAUER ABSTAINED. MOTION CARRIED.

B. Monthly Financial Report: Review of the monthly financial records as of November 30, 2013:
Managing Director Jerry Kane submitted the report.

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF NOVEMBER 30, 2013.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Transit Service

A. Managing Director's Report: Jerry Kane presented the report.

B. TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE CHADWICK, TO APPROVE THE FOLLOWING RESOLUTION:

14-17 EXPRESSING NO OBJECTION TO THE PLANS AND SPECIFICATIONS FOR THE INSTALLATION OF THE INTELLIGENT TRANSPORTATION SYSTEM CROSSING UNDER MCT TRAILS

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

C. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE FOLLOWING RESOLUTION:

14-18 APPOINTING THE DIRECTORS OF THE AGENCY FOR COMMUNITY TRANSIT, INC.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN      AYE
ROSE MARIE CHADWICK  AYE
 DANIEL CORBETT      ABSTAIN
EDWARD HAGNAUER     AYE
 BRUCE MALONE        AYE

ALL AYES. NO NAYS. CHAIRMAN CORBETT ABSTAINED. MOTION CARRIED.

VII. Other Business

No items were presented.

VIII. Executive Session to Discuss the Acquisition, and/or Sale or Lease of Property, and/or Security, and/or Litigation, and/or Review of Executive Session Minutes (5ILCS 120/2 et. seq., 2(C)5, 2(C)6, 2(C)8, 2(C)11, and 2(C)21 of the Open Meetings Act).

TRUSTEE CHADWICK MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OR LEASE OF PROPERTY, AND/OR SECURITY, AND/OR LITIGATION, AND/OR REVIEW OF EXECUTIVE SESSION MINUTES (5ILCS 120/2 ET. SEQ., 2(C)5, 2(C)6, 2(C)8, 2(C)11, AND 2(C)21 OF THE OPEN MEETINGS ACT).

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN      AYE
ROSE MARIE CHADWICK  AYE
 DANIEL CORBETT      AYE
EDWARD HAGNAUER     AYE
 BRUCE MALONE        AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO RETURN TO OPEN SESSION.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN      AYE
ROSE MARIE CHADWICK  AYE
 DANIEL CORBETT      AYE
EDWARD HAGNAUER     AYE
 BRUCE MALONE        AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IX. TRUSTEE CHADWICK MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE FOLLOWING RESOLUTION:

14-19 AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN      AYE
ROSE MARIE CHADWICK  AYE
 DANIEL CORBETT      AYE
EDWARD HAGNAUER     AYE
 BRUCE MALONE        AYE

ALL AYES. NO NAYS. MOTION CARRIED.
X. **Adjournment**

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN     AYE  
ROSE MARIE CHADWICK AYE  
DANIEL CORBETT     AYE  
EDWARD HAGNAUER    AYE  
BRUCE MALONE       AYE  

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:18 a.m.

Respectfully submitted:

\[\text{Signature}\]
RESOLUTION 14-20

AUTHORIZING THE AWARD OF CONTRACT
FOR THE PURCHASE OF HEAVY-DUTY MOBILE COLUMN LIFTS

WHEREAS, the Madison County Mass Transit District (District) is a recipient of grant funds from the United States Department of Transportation, Federal Transit Administration, for various capital projects necessary to support and sustain transit service for the residents of Madison County, Illinois; and,

WHEREAS, the District initiated a formal competitive procurement process to obtain two (2), sets of four, heavy-duty mobile column lifts; and,

WHEREAS, Automotive Technology Inc., of Fenton, Missouri, submitted the lowest responsive and responsible bid in the amount of seventy-eight thousand, eight hundred dollars ($78,800.00) for the purchase of two (2), sets of four, heavy-duty mobile column lifts; and,

WHEREAS, a price analysis concluded the bid price to be fair and reasonable; and,

WHEREAS, it has been determined that it would be in the best interest of the District to award a contract to Automotive Technology Inc., of Fenton, Missouri, in the amount of seventy-eight thousand, eight hundred dollars ($78,800.00) for the purchase of two (2), sets of four, heavy-duty mobile column lifts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to Automotive Technology Inc., of Fenton, Missouri, in the amount of seventy-eight thousand, eight hundred dollars ($78,800.00) for the purchase of two (2), sets of four, heavy-duty mobile column lifts.

2. The Madison County Mass Transit District increase the Assigned Fund Balance by twenty percent (20%) of the negotiated contract award.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this thirtieth day of January 2014.

Daniel L. Corbett, Chairman

J. Terry Allan

Rose Marie Chadwick

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 30, 2014, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to Automotive Technology Inc., of Fenton, Missouri, in the amount of seventy-eight thousand, eight hundred dollars ($78,800.00) for the purchase of two (2), sets of four, heavy-duty mobile column lifts.

2. The Madison County Mass Transit District increase the Assigned Fund Balance by twenty percent (20%) of the negotiated contract award.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this thirty-first day of January 2014.

[Signature]

Erin Werner
To: Board of Trustees
From: Jerry Kane, Managing Director
       Penny Brown, Procurement Specialist

Project: Heavy-Duty Mobile Column Lifts No. 14-1-08200
Date: January 24, 2014

A formal competitive procurement was initiated on January 6, 2014 for the purchase of two (sets of 4) heavy-duty mobile column lifts. Bids were received from two firms.

Automotive Technology Inc. was identified as the apparent low bidder. Based on a price analysis, their bid has been deemed fair and reasonable. A responsibility determination review concluded they exhibit adequate organization, financial condition, and other characteristics necessary to successfully carry out the project.

Recommendation is being made for a contract award to the lowest responsive and responsible bidder, Automotive Technology Inc. in the amount of $78,800 for the above referenced project.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automotive Technology Inc.</td>
<td>$78,800.00</td>
<td>Award recommendation</td>
</tr>
<tr>
<td>Fenton, Missouri</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nation &amp; Fletcher Inc.</td>
<td>$80,701.88</td>
<td></td>
</tr>
<tr>
<td>Bridgeton, Missouri</td>
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</tbody>
</table>

Section 5307 funds are available for this project at an 80/20 Federal/local ratio through a grant administered by the Federal Transit Administration.
RESOLUTION 14-21

AUTHORIZING THE AWARD OF CONTRACT FOR THE GRANITE CITY BUS STATION ROOF REPLACEMENT

WHEREAS, the Madison County Mass Transit District (District) was created in December, 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, the Granite City Bus Station sustained roof damage during a hail storm on April 28, 2012; and,

WHEREAS, the District’s insurance carrier has agreed the roof damage is a covered insurance expense; and,

WHEREAS, the District authorized a design of the repair and initiated a formal competitive procurement process in order to select a qualified contractor to replace the roof of the Granite City Bus Station; and,

WHEREAS, the District, having successfully completed said procurement, has identified Joiner Sheet Metal & Roofing, Inc., of Greenville, Illinois, with a bid in the amount of two hundred fifty-four thousand, four hundred thirty-seven dollars ($254,437.00) as the lowest responsive and responsible bidder for the Granite City Bus Station roof replacement and related work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to Joiner Sheet Metal & Roofing, Inc., of Greenville, Illinois, in the amount of two hundred fifty-four thousand, four hundred thirty-seven dollars ($254,437.00) for the Granite City Bus Station roof replacement and related work.

2. The Madison County Mass Transit District apply insurance proceeds toward the cost of the Granite City Bus Station roof replacement.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this thirtieth day of January 2014.

Daniel L. Corbett, Chairman

J. Terry Allan
Edward A. Hagnauer

Rose Marie Chadwick
Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 30, 2014, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to Joiner Sheet Metal & Roofing, Inc., of Greenville, Illinois, in the amount of two hundred fifty-four thousand, four hundred thirty-seven dollars ($254,437.00) for the Granite City Bus Station roof replacement and related work.

2. The Madison County Mass Transit District apply insurance proceeds toward the cost of the Granite City Bus Station roof replacement.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this thirtieth day of January 2014.

Erin Werner
To: Board of Trustees
From: Jerry Kane, Managing Director
         Penny Brown, Procurement Specialist
Project: Granite City Bus Station Roof Replacement No. 14-1-08100
Date: January 23, 2014

A formal competitive procurement was initiated on January 2, 2014 for the Granite City Bus Station Roof Replacement project. Bids were received from five firms.

Joiner Sheet Metal & Roofing, Inc. was identified as the apparent low bidder. Based on a price analysis, their bid has been deemed fair and reasonable. A responsibility determination review concluded they exhibit adequate organization and other characteristics necessary to successfully carry out the project.

Recommendation is being made for a contract award to the lowest responsive and responsible bidder Joiner Sheet Metal & Roofing, Inc. in the amount of $254,437.00 for the above referenced project.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joiner Sheet Metal &amp; Roofing, Inc.</td>
<td>$254,437.00</td>
<td>Award recommendation</td>
</tr>
<tr>
<td>Greenville, Illinois</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tindall Construction Inc.</td>
<td>$298,112.00</td>
<td></td>
</tr>
<tr>
<td>Pontoon Beach, Illinois</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rehkemper Construction Co, Inc.</td>
<td>$303,115.00</td>
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<tr>
<td>Breese, Illinois</td>
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<tr>
<td>R.W. Boeker Company Inc.</td>
<td>$329,000.00</td>
<td></td>
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<tr>
<td>Hamel, Illinois</td>
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<td></td>
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<tr>
<td>L. Wolf Company</td>
<td>$352,100.00</td>
<td></td>
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<tr>
<td>Granite City, Illinois</td>
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The project is partially funded by insurance proceeds from hail storm damage.
RESOLUTION 14-22

ADOPTION OF THE MADISON COUNTY MASS TRANSIT DISTRICT'S REVISED PROCUREMENT POLICIES AND PRACTICES

WHEREAS, Madison County Mass Transit District (District) was created in December, 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, the District is a recipient of grant funds from the United States Department of Transportation, Federal Transit Administration (FTA) for various capital projects; and,

WHEREAS, the Federal requirements stipulated in 49 CFR Part 18, FTA Circular 4220.1F, and the Master Agreement between the FTA and the District require the District to maintain written procurement standards and procedures to ensure that the District and its contractors perform in accordance with the terms, conditions, and specifications of federally-assisted contracts; and,

WHEREAS, the staff recommends the approval of the attached revised Procurement Policies and Practices, dated January 2014, which incorporates the required changes in policies and practices since the approval of the District's Procurement Policies and Practices, dated August 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:


2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of Madison County Mass Transit District, are hereby authorized and directed to carry out the requirements documented therein.

3. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take any and all actions as may be reasonably required to administer said policy and to make revisions to the document as necessary to reflect procedural and other non-substantive changes to maintain the document's consistency with federal and State of Illinois requirements.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this thirtieth day of January 2014.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagnauer

Rose Marie Chadwick

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 30, 2014, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:


2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of Madison County Mass Transit District, are hereby authorized and directed to carry out the requirements documented therein.

3. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take any and all actions as may be reasonably required to administer said policy and to make revisions to the document as necessary to reflect procedural and other non-substantive changes to maintain the document’s consistency with federal and State of Illinois requirements.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this thirtieth day of January 2014.

Erin Werner
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I. PURPOSE

This Madison County Mass Transit District Board of Trustees approved *Procurement Policies and Practices* document is designed to guide employees, officers, agents, and contractors in matters concerning the acquisition of goods and services on behalf of the Madison County Mass Transit District (hereinafter "District"). The District requires an efficient and effective procurement system to fulfill its fiscal and management responsibilities to the taxpayers of Madison County. The policies, methods and practices described in this document are intended to ensure that the most economical purchases are made in a timely manner, and that high ethical standards are exercised by all personnel involved in the procurement process.

In addition, the District must meet obligations as a recipient of capital and operating grant funds from the U.S. Department of Transportation (USDOT) and the State of Illinois. This document is further intended to ensure that the District complies with all particular requirements of external funding entities, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Illinois Department of Transportation (IDOT) and the Missouri Department of Transportation (MDOT).

Federally-assisted contracts executed by the District, including those using FHWA and FTA funds, must comply with the applicable requirements of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Additionally, contracts using FTA funds will be implemented in accordance with supplementary guidance provided in FTA's procurement Circular 4220.1F "Third Party Contracting Guidance" as amended or reissued, and in FTA's Master Agreement. Similarly, state-assisted grants will be subject to supplementary guidelines issued by the respective state.

The remainder of this document is presented in three sections. Section II describes overall policies, procurement planning and administrative activities of the District, as well as ethical standards required of District employees and contractors when carrying out procurement actions. Section III provides guidance concerning contracting methods, including alternative types of procurements, and particular aspects of contracting, while Section IV contains a compilation of required clauses for FTA-assisted contracts.

II. POLICIES AND PRACTICES

This section describes overall policies, procurement planning and administrative activities of the District, as well as ethical standards required of employees and contractors when carrying out procurement actions involving Federal or State funding assistance.

A. Procurement Policies

1. Full and Open Competition

   The District will conduct Federally-assisted procurement transactions in a manner that ensures full and open competition. The District will be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contracts will be awarded to the bidder or proposer whose bid or offer is responsive to the solicitation and is most advantageous to the District on the basis of price, quality and other factors considered. No unreasonable restrictions or excess requirements will be placed upon contractors or vendors. Offerors of products and services may not be ruled out for anything other than appropriate business decisions, such as past performance, financial and technical resources, cost, quality and delivery terms. The District will consider, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, to foster competition and obtain a more economical purchase.
2. Ethical Standards
   The District will ensure that Federal and State-assisted procurement activities are conducted in a manner consistent with the ethical standards described in 49 CFR Part 18.36. A written code of conduct in such procurements is incorporated into Section II-D of this document. No employee, officer, agent or Board member of the District may participate in the selection, award, or administration of a contract supported by Federal or State funds if a real or apparent conflict of interest would be involved.

3. Consideration of Contractors
   The District will extend to its contractors and vendors a reasonable opportunity to resolve disputes, claims and appeals relating to contracts and purchases. Protest procedures are incorporated into Section III-Q of this document to handle and resolve disputes arising from procurement actions.

B. Procurement Planning
   The District continually reviews the capital and operating needs of the transit system in order to anticipate and plan for specific procedures of products and service. Annual and long range procurement planning is conducted by the Managing Director of the District with input from department managers. This process ensures that the District’s policies are adhered to, and that unnecessary or duplicative purchases are avoided.

   1. Long Term Planning
      The District recognizes that purchases of rolling stock, major facilities and equipment generally require Federal and State funding assistance. Obtaining external funding assistance requires that the District anticipate its procurement needs over a minimum five-year horizon encompassed by the Transportation Improvement Program (TIP) development process. Therefore, the District will conduct long term planning on an appropriate level to ensure that major procurement needs are anticipated and referenced in the TIP. Given the scope of the District’s operations and the finite number of major procurements anticipated in coming years, it is not considered necessary that a written long-term procurement plan be compiled.

   2. Annual Planning
      The District conducts annual procurement planning to ensure the efficient operation of the transit system. It is the responsibility of the District’s Managing Director, in consultation with department managers, to routinely analyze current and historical consumption levels, and to project future usage based on planned changes in service level, number of vehicles operated, number of employees, and anticipated shifts in technology. Annual planning will address a full range of goods and services needed by the District, including computer hardware, materials, parts, consumable supplies, professional and other services.

C. Administration
   The District will maintain a procurement administration and documentation system to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. This will include an appropriate level of written documentation for each procurement transaction.

   For each Federally-assisted contract, records will be maintained in sufficient detail to document the following: 1) Rationale for the method of procurement, 2) Selection of contract type, 3) Contractor selection or rejection, and 4) Basis for the contract price. The period covered will extend from the determination of need to close-out of the contract. The procurement files for Federally-assisted contracts will be retained for a minimum of three years as required by 49 CFR Part 18.36, while State-
assisted contract procurement files will be retained as required by the state. Procurement files shall include the following items as applicable:

1. Purchase request, acquisition planning information, and other presolicitation documents.
2. Independent cost estimate.
3. Legal advertisements and other forms of notification to prospective bidders and proposers.
4. List of prospective bidders and proposers furnished with a solicitation package.
5. Copy of the solicitation and addenda.
6. Bids or proposals received.
7. Memorandum recommending contract award or other action to District Board of Trustees.
8. Resolution adopted by the District’s Board of Trustees.
9. Notice to proceed or purchase order.
10. Executed contract, including scope of work.
11. Performance bond, payment bond, and project labor agreement.
12. Required insurance documents.
13. Record of protests.
15. Change orders or amendments to the contract.

Procurement activities are administered by agency staff under the direction of the District’s Board of Trustees and Managing Director. Major capital acquisitions, such as rolling stock and facilities, generally are determined by the Managing Director in consultation with the Board. Department managers are responsible for the identification of procurement needs within their particular functional area. Bid specifications and procurement documents are prepared by the department directors with input from the DBE officer, and administered by the Procurement Specialist.

D. Ethical Procurement Practices

This code of conduct is intended to ensure that the District’s officers, employees, agents, contractors and Board members act in procurement matters in an ethical manner as prescribed by Federal and State statutes and regulations, local practices and public expectations.

1. Conflicts of Interest and Non-Competitive Practices

   No employee, officer, agent or Board member of the District shall participate in the selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. Such conflict would arise when any of the following has a financial or other interest in the firm selected for award:

   a. The employee, officer, agent or Board member;
   b. Any member of his/her immediate family;
   c. His/her partner;
   d. An organization that employs, or is about to employ, any of the above;
   e. Any member or staff of the United States House of Representative or the United States Senate;
   f. Any members or staff of the Illinois House of Representative or the Illinois Senate; or
   g. Any officer or member of the board of directors of the East West Gateway Council of Governments.

This prohibition extends to such individuals during their tenure in office or employment and for one year thereafter.
The District will require every recipient of a Federally-assisted contract selected through a formal procurement process to certify that it has no direct or indirect pecuniary or proprietary interest, and that it will not acquire any interest that conflicts in any manner or degree with the work required to be performed and/or provided under its contract with the District, and that it will not employ any person or agent having such interest. In the event that any contractor, its agent, employees or representatives hereafter acquire such a conflict of interest, the contractor shall immediately disclose such interest and take action immediately to eliminate the conflict or to withdraw from the contract.

Upon proof of violation of any of the above, the District, by its Board of Trustees, may discipline any of its employees, officers, agents or Board members, as the facts of each case warrant as determined by the Board of Trustees of the District. The Board of Trustees of the District may also impose sanctions upon contractors who have through their officers, agents and employees violated this code of conduct.

2. Contingent Fees and Gratuities
No officer, employee, agent or Board member of the District will be allowed to solicit gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, their representatives, or parties to subagreements. Any acceptance of an unsolicited gift must be reported promptly to the Managing Director of the District.

The District will require every recipient of a Federally-assisted contract selected through a formal procurement process to certify that no person or selling agency except bona fide employees or designated agents or representatives of the contractor has been employed or retained to solicit or secure a contract with the District with the understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor or any of its agents, employees or representatives, to any official, member or employee of the District or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance required under a contract with the District.

3. Prohibition of Bribery
The District will require each recipient of a Federally-assisted contract selected through a formal procurement process to certify that none of its officers, representative, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of the District or any other party to the particular contract, nor has the contractor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the contractor committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the contractor. Additionally, the District will require the contractor to certify that it is not barred from contracting with any unit of state or local government as a result of conviction from the violation of state laws prohibiting bid-rigging or bid-rotating.

4. Prohibition of Lobbying
As required by 49 CFR Part 20 “New Restrictions on Lobbying”, the District will require every contractor submitting a proposal or bid for a Federally-assisted contract award of over $100,000 to submit a certification assuring compliance.
5. Civil Rights Requirements
   The District will include provisions of Federal civil rights laws which pertain to nondiscrimination
   and equal employment opportunity in applicable Federally-assisted contracts.

6. Disadvantaged Business Enterprise
   It is the policy of the District that Disadvantaged Business Enterprises, as defined in 49 CFR Part
   26, "Participation By Minority Business Enterprise In Department of Transportation Financial
   Assistance Programs", as amended, shall have an equal opportunity to receive and participate in
   the performance of contracts financed wholly or partially with Federal funds under contracts with
   the District. Accordingly, the District will include provisions in applicable Federally-assisted
   contracts to ensure that contractors comply with applicable Federal requirements.

III. CONTRACTING METHODS AND GUIDANCE
All Federally-assisted contracts are subject to particular requirements of 49 CFR Part 18. Additionally, FTA-
funded contracts must comply with the requirements of FTA’s Master Grant Agreement executed between the
District and FTA. Further FTA guidance is provided in FTA’s third party contracting guidance circular.

A. Informal Procurements
   The District may utilize informal procurement methods as described below for Federally-assisted
   contracts below the simplified acquisition threshold defined in 41 U.S.C. 403(11), currently $100,000.

   1. Micro-Purchases
      Consistent with the Federal Acquisition Regulation (FAR), the District will handle procurements
      of property or services valued at $3,000 or less as micro-purchases. Davis-Bacon prevailing wage
      requirements, however, will apply to construction contracts exceeding $2,000, even though the
      District uses micro-purchase procurement procedures. Generally, the District will solicit two or
      more price quotes by telephone, internet search, or written request to secure the lowest price for
      micro-purchase items, and will document the results of such solicitation in the form of staff notes
      or a memorandum to the procurement file. However, micro-purchases may be made without
      obtaining competitive quotations if a price is determined to be fair and reasonable. In such cases
      when competition is not obtained, equitable distribution among qualified suppliers will be
      maintained, procurements will not be split to avoid competition, and the file will be documented
      with a determination on how the fair and reasonable determination was derived.

   2. Small Purchases
      Small purchases are to be considered those with a value of greater than $3,000 but not more than
      $100,000. Generally, the District will solicit three or more price or rate quotations either by
      telephone, internet search, or written request to secure the best price or value and will document
      the results of a fair and reasonable price determination in a memorandum to the procurement file.

B. Formal Procurement Methods
   The District will utilize a formal process for larger Federally-assisted procurements having a value
   greater than $100,000. When a formal process is used, bids or proposals will be publicly solicited
   with at least two (2) notices of availability of the solicitation published in newspaper(s) of general
   circulation. Newspapers used shall reflect the size of the procurement and whether the market for the
   item sought is national or regional. For large procurements drawing on a national market of suppliers,
   the District may place advertisements in trade publications such as Passenger Transport. For lesser
   procurements drawing primarily from a regional and local supplier market, the District may use
   general circulation publications such as the St. Louis Post Dispatch, Granite City Herald, Alton
Telegraph and Edwardsville Intelligencer. Additionally, publications that offer additional exposure to disadvantaged business enterprises shall be used as applicable.

1. Invitation for Bids (IFB) / Sealed Bid
   The IFB process shall be used to solicit sealed bids in response to a procurement that lends itself to a firm fixed price contract. All bids will be publicly opened at the time and place prescribed in the IFB. The desired result of the IFB process will be to award a contract to the responsive and responsible bidder offering the lowest price to the District.

   The solicitation of bids by the District will be conducted in ways that maximize competition and opportunities for a response by any interested party. The District shall compile and maintain a current list of known contractors and vendors, and provide an IFB or notification to any interested party so requesting. A pre-bid conference may be convened, but only when the District believes that particular aspects of the technical specification may require further clarification. When a pre-bid conference is held, written minutes shall be recorded and distributed to attendees and other prospective bidders. A copy of the minutes shall be retained in the procurement file.

   An evaluation process will be utilized to generate a staff consensus recommendation to the District’s Board of Trustees. The evaluation will determine the responsiveness, responsibility, and qualifications of bidders, and identify the cost proposal of each qualified bid. The District may reject any or all bids if there is a sound, documented business reason.

2. Request for Proposals
   The District will utilize a formal RFP process for larger Federally-assisted procurements having a value more than $100,000 when the conditions are not appropriate for the use of sealed bids. The RFP process shall be used to solicit sealed proposals in response to a detailed specification issued by the District, for a procurement that lends itself to the selection of a preferred vendor or contractor on the basis of evaluation factors identified in the RFP along with their relative importance. Due to the nature of the procurement, award should not be based exclusively on price or price-related factors. The desired result of the RFP process is to award a contract to the responsible firm whose proposal is most advantageous or the best value to the District with price and other factors considered.

   All qualified proposals will be reviewed by a minimum three-member staff evaluation committee, using a technical evaluation process determined in advance and described in the RFP. The evaluation may make use of multiple selection criteria, such as firm qualifications and background, personnel expertise and availability, proposers understanding of the project, technical approach, price, and other factors. These criteria may be variably weighted as considered appropriate by the District’s Board of Trustees or Managing Director. Signed copies of the evaluation forms will be retained in the procurement file.

C. Architectural and Engineering Services (A&E) and Other Services
   For all Federally-assisted contracts involving architectural and engineering (A&E) services the District will use qualifications-based selection procedures of 40 U.S.C. Chapter 11, “Brooks Act” or equivalent State of Illinois procedures when contracting for program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services listed in 49 U.S.C. Section 5325 that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property.
The District shall negotiate and enter into A&E contracts at a fair and reasonable compensation. According to the requirements of 49 U.S.C. Section 5325 for all Federally-assisted contracts, the District must accept indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute. If such rates are not available, an audit of the contractor or subcontractor shall be performed for compliance with the cost principles of the FAR as set forth in 48 CFR Part 31. A firm’s indirect cost rates, without any limitation by administrative or de facto ceilings, shall be used, as applicable, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm’s indirect cost rates are accepted as described above.

D. Sole Source Procurement

The District’s preference is to avoid non-competitive procurements, except in selected situations where circumstances preclude full and open competition. Federally-assisted contracts may be awarded on a sole-source basis when a procurement is infeasible under small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances applies:

1. Unique capability of availability such as a) unique or innovative concept not available from another source; or b) patents or restricted data rights restrictions that preclude competition; or c) substantial duplication costs in the case of a follow-on contract; or d) unacceptable delay in the case of a follow-on contract;
2. Unusual and compelling urgency such as a) a case where the District would be seriously injured unless it would be permitted to limit the solicitation; or b) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. When an awarding authority authorizes noncompetitive proposals; or
4. After solicitation of a number of sources, competition is determined inadequate.

E. Cost Analysis and Price Analysis

Federally-assisted contracts require that a cost analysis or price analysis be performed in connection with every procurement action, including contract modifications. As a starting point, an independent cost estimate must be made prior to receiving bids or proposals. A cost analysis should be used to verify the proposed cost, profit, and all cost elements are fair and reasonable, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulations. Profit is to be negotiated as a separate element of the price when there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, the District will consider the complexity of work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of the contractor’s record of past performance, and industry profit rates in the region for similar work.

F. Use of Contract Options

The District may allow for option prices in Federally-assisted contracts, and exercise options when it is deemed beneficial to the District. The option will provide the District with the unilateral right for a specified period of time to purchase additional equipment, supplies, or services called for in the contract, or may elect to extend the term of the contract. Before an option is exercised, the District will take the following actions:

1. Evaluate the option as part of the initial procurement.
2. Establish that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
3. Incorporate all terms and conditions of the option into the initial contract.
G. Contract Period Limitation
With regard to FTA-assisted contracts, the District may not enter into a multi-year contract to buy rolling stock with an option exceeding five (5) years to buy additional rolling stock or replacement parts.

H. Restricted Practices
The following practices are restricted or prohibited in Federally-assisted procurements:

1. Unreasonable requirements placed on firms in order for them to qualify to do business with the District.
2. Unnecessarily high experience requirements.
3. Unnecessarily high bonding requirements.
4. Non-competitive pricing practices between firms or between affiliated companies.
5. The use of a tag-on is prohibited and is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change and is subject to non-competitive procurement procedures.
6. Organizational conflicts of interest.
7. Restrictive use of brand names.
8. Any arbitrary action in the procurement process.
9. Geographic preferences. However, procurements for architectural and engineering (A&E) may have a geographic location as part of the selection criterion. Contracts and agreements entered into for a major disaster or emergency relief under the Stafford Act, 42 U.S.C. Section 5150, are also exempt from in-state or local geographic restrictions.
10. Improper prequalification procedures.
11. Cost plus percentage of cost contracting.
13. Time and material type contracts may only be used after a determination that no other type of contract is suitable, and if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

I. Use of Liquidated Damages
The District may incorporate liquidated damages into contracts when it reasonably expects to suffer damages due to increased project costs resulting from late completion and the extent or amount of such damages would be difficult or impossible to determine. In determining whether to use a liquidated damages clause, the District will consider the following issues: (a) the probable effect of its use on pricing and competition; and (b) the costs and difficulties of contract administration. Liquidated damages will be imposed only after all reasonable steps to ensure contract performance. The amount of liquidated damages will be specified in advance in the applicable contract.

J. Records Requirements
The District will require that every contractor of a Federally or State assisted contract comply with the requirements of the grantor agency and allow for access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purposes of making audits, examinations, excerpts and transcriptions.

K. Revenue Contracts
In order to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, revenue contracts involving FTA-funded facilities or assets will be awarded according to FTA requirements.
L. Bonding Requirements

Construction contracts exceeding the simplified acquisition threshold, currently $100,000, shall provide adequate protection to guarantee construction performance and payment of materials and labor used in such work. At the sole discretion of the District, bonding for non-construction contracts may be used in order to protect the District's interest. The bonding policies for FTA funded construction contracts are as follows:

1. Bid Guarantee. The District will require every bidder submitting a proposal or bid to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, cashier's check, or letter of irrevocable credit accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

2. Performance Bond. The District will require every contractor receiving a contract award to obtain a payment bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract. At the sole option of the District, a bond, certified check, cashier's check, or letter of irrevocable credit may be acceptable in lieu of the performance bond. In the event of a contract price increase, the District may require additional performance bond protection of an amount equal to 100 percent of the increase. The District may require the contractor to increase the penal amount of the existing bond or furnish an additional bond.

3. Payment Bond. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. At the sole option of the District, a bond, certified check, cashier's check, or letter of irrevocable credit may be acceptable in lieu of the payment bond. In compliance with FTA guidelines, the District will require that every contractor receiving a contract award funded all or in part with FTA funds submit a payment bond as follows:

   a. Less Than $1 Million. 50% of the contract; or
   b. More Than $1 Million but Less Than $5 Million. 40% of the contract price; or
   c. More Than $5 Million. $2,500,000 if the contract price is more than $5 million.

M. Change Order Procedures

For all Federally-assisted contracts, the District will adhere to formal change order procedures as described in this section. At any time while a particular contract is in force, the District may, by written order designated or indicated to be a change order, make any change in the work within the scope of the contract. Oral orders generally will not be binding unless confirmed in writing by the District.

When the District issues a change order, it will afford the affected contractor(s) an opportunity to respond when it is asserted that the change order causes an increase or decrease in the cost or time required for the performance of work under the contract. In such instances, the contractor(s) will be directed to submit a written statement setting forth the general nature and monetary extent of such claim within then (10) days after receipt of the written change order from the District. Such claims will be considered in a timely manner, and an equitable adjustment may be made and the contract modified in writing accordingly. However, no claim will be allowed for any costs incurred before the contractor gives written notice to the District that an adjustment of compensation or other consideration is requested, not will further adjustment be allowed after final payment is made under the contract.
N. Excess Property Disposition

The District will utilize and maintain all property acquired with Federal funding assistance continuously and appropriately throughout the useful life of the property. In the event that Federally-funded property is removed from service before the end of its useful life as determined by USDOT, the District will follow the procedures identified in the Master Grant Agreement executed between the District and FTA.

O. Intelligent Transportation System (ITS)

ITS property and services must comply with the National ITS Architecture and Standards. To the extent applicable, the District will ensure that its contracts which involve ITS projects require provisions to ensure compliance with Federal requirements.

P. Bid / Proposal Mistakes

1. Minor Informalities/Irregularities in Bids

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired. If the District determines that the bid submitted contains a minor informality or irregularity, then the bidder shall be given an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the District. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

   a. Bidder fails to return the number of copies of signed bids required by the invitation for bid.
   b. Bidder fails to sign the bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder’s intention to be bound by the unsigned bid (such as bid bond, or signed cover letter which references the bid number or title, and amount of bid).
   c. Bidder fails to acknowledge an amendment. This may be considered a minor informality only if the amendment, which was not acknowledged, is insignificant and involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the items of services bid upon.

2. Mistakes Where Intended Correct Bid is Evident

If the mistake and the intended correct bid are clearly evident to the District on the face of the bid document, the bid shall be corrected by the bidder to the intended correct bid and may not be withdrawn. Examples include typographical errors, errors in extending unit prices, and transposition errors.

3. Mistakes Where Intended Correct Bid is not Evident

A bidder may be permitted to withdraw a bid if the bidder submits proof of evidentiary value that the bid contains mistakes despite the exercise by the bidder of reasonable care. The test of reasonable care shall be that 1) the mistake relates to a material feature of the contract; and 2) the mistake occurred despite the exercise of reasonable care; and 3) withdrawal is deemed to be in the best interest of the District.
4. Withdrawal of Bid Before Opening
   Prior to the due date indicated in the solicitation, any bidder may withdraw its bid submitted to the District. The request for withdrawal shall be written and sent by either mail or fax notification, or in person by a firm principal or authorized representative, provided that his/her identity is made known and a receipt is signed for the return of the bid. Regardless of form, such notice must be received by the District prior to the hour and date specified for receipt of bids.

5. Mistakes after Award of Contract
   When a mistake in a contractor’s bid is not discovered until after award of a contract, the mistake may be corrected if correcting the mistake would be favorable to the District without changing the specifications. If the mistake is not in the favor of the District, the District will have the following options:
   a. To rescind the contract via termination
   b. Deny the Contractor’s request to correct the mistake, or
   c. To reform the contract by the following actions;
      • Delete the item(s) involved in the mistake
      • To increase the price of the contract by allowing the correction of the mistake, as long as the correction or increase in price does not exceed the price of the next lowest bidder. Note: Partial corrections will not be allowed in order to stay below the next lowest bidder’s price.

   In all cases, the burden of proof rests with the contractor. The alleged mistake must be proven by clear and convincing evidence that a mistake was indeed made. The District shall request the contractor to support the alleged mistake by submission of written statements and pertinent evidence such as, but not limited to; contractor’s file copy of bid, contractor’s original worksheets, including supporting data used to prepare bid, subcontractor or supplier quotes, and any other evidence that will service to establish the mistake, the manner in which the mistake occurred, and the bid actually intended. If there is not clear and convincing evidence to support the alleged mistake then no action will be taken.

6. Mistakes in Proposals
   Since proposals are considered to be competitive negotiations there is more leeway allowed for correction of mistakes by an offeror. When it appears from a review of the proposal during evaluation and before award that a mistake has been made, the offeror may be asked to clarify their proposal in lieu of withdrawal.

Q. Protest Procedures
   The District will administer any protest initiated by a protesting party concerning its procurement actions in accordance with the following procedures.

1. Submission of Protest. The protest must be filed (received) by the District in accordance with the timing requirements set forth herein, and must include:
   a. The name, address, phone number and e-mail address of the protestor;
   b. The project name and solicitation number;
   c. A statement of the grounds for the protest or appeal, along with any supporting documentation; and
   d. A statement as to what relief is requested.
The written protest shall be directed to the District’s Managing Director with the word “Protest” clearly marked on the outside of the transmittal envelope. Protests should be submitted to:

Madison County Transit
Attn: Managing Director
One Transit Way
P.O. Box 7500
Granite City, IL 62040

2. Pre-bid protest. Any protest regarding a solicitation must be filed a minimum of five (5) calendar days prior to the bid opening or proposal due date. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the District. This type of protest may be based upon a) restrictive specifications, or b) the evaluation procedure, or c) the basis of award, or d) any claim that the solicitation documents or the solicitation process violates applicable Federal or State laws.

3. Pre-award protest. All other protests made prior to award must be filed no later than five (5) calendar days after the protesting party knows or should have known the alleged basis of the protest.

4. Post-award protest. Any protest regarding the award of the contract must be submitted no later than seven (7) calendar days after the date of award or earliest date that the protesting party should have known of the facts giving rise thereto. Any protest regarding the award of a contract filed after that date will not be considered by the District. Goods, construction and/or services being performed under a protested contract will generally not be suspended pending the resolution of the protest.

The protesting party is required to furnish with its protest, at its sole expense, a Protest Bond in the amount of one thousand dollars ($1,000). The protest bond shall be in the form of a cashier’s check or certified check made payable to Madison County Mass Transit District. The protest bond shall serve as a guarantee of the validity and accuracy of the protest. If the protest is upheld, the bond shall be returned to the protesting party. If the protest is denied, the bond shall be used by the District to recover any administrative costs and damages incurred as a result of the protest and/or any resulting delay in the contracting for goods and services described herein.

5. District response. A protest submitted in a timely manner shall be reviewed by the District’s Managing Director, who shall consider all facts, technical support, and justification submitted by the protesting party, and within a reasonable period render a written decision on behalf of the District as to the validity of the protest and the disposition thereof. The District’s Managing Director may request additional information from the protesting party to clarify or support its assertions, in which case such information shall be submitted by the protesting party within seven (7) calendar days following the Managing Director’s request.

6. Request for reconsideration. In the event that the protesting party disagrees with any response, determination or decision of the District’s Managing Director, the protesting party may, within five (5) calendar days following receipt of such communication, appeal the determination or decision in writing to the Chairman of the District’s Board of Trustees. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Chairman shall provide timely review of the appeal and transmit a written decision or determination to the protesting party. This decision shall be considered final.
7. Decisions by District. When a protest is filed prior to a bid opening, proposal due date or award of a contract, the bid opening, proposal due date or contract award may be postponed until the protest is resolved. The District reserves the right to proceed with the appropriate action in the procurement process prior to resolution of protest if the District determines that:

a. The item to be procured is urgently required; or
b. The protest was vexatious or frivolous; or
c. Delivery or performance will be unduly delayed by failure to make the award promptly; or
d. Failure to make a prompt award will otherwise cause undue harm to District, FTA or other affected party.

R. Protests to Federal Transit Administration (FTA)

In all instances involving a project administered by FTA, the District shall disclose information regarding the protest to FTA, and keep FTA informed about the status of the protest.

FTA is not a party to the District’s third party contracts, and does not have any obligation to any participant in the District’s third party contracts. In general, FTA will not substitute its judgment for that of the District unless the matter is primarily a Federal concern. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction.

The protester must exhaust its administrative remedies by pursuing the District’s protest procedures to completion before appealing the decision to the FTA. The protester must deliver its appeal to the FTA Region V Administrator within five (5) working days of the date when the protester received actual or constructive notice of an adverse decision or other grounds for appeal including the District’s failure to have or failure to comply with its protest procedures or failure to review the protest.

Protests should be submitted to the FTA Region V Office in Chicago, Illinois with a concurrent copy to the District. The protest filed with FTA shall:

1. Include the name and address of the protestor;
2. Identify the District’s project name and solicitation number;
3. Contain a statement of the grounds for the protest and any supporting documentation; and
4. Include a copy of the protest filed with the District and a copy of the District’s decision, if any.
IV. CLAUSES FOR FTA ASSISTED CONTRACTS

Unless otherwise modified by FTA, the District will incorporate the following clauses as applicable in FTA-assisted contracts.

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(Excluding micro-purchases, except for construction contracts over $2,000)

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<th>CLAUSE</th>
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</tr>
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<tbody>
<tr>
<td>No Federal government obligations to third-parties by use of a disclaimer</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Program fraud and false or fraudulent statements and related acts</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Access to Records</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
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<tr>
<td>Federal changes</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Civil Rights (EEO, Title VI &amp; ADA)</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Incorporation of FTA Terms</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Energy Conservation</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Termination Provisions</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Debarment and Suspension</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Buy America</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Provisions for resolution of disputes, breaches, or other litigation</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Lobbying</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Clean Air</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Clean Water</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Cargo Preference</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Fly America</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>Davis Bacon Act</td>
<td>Professional Services/A&amp;E: All, Operations/Subrecipients: All, Revenue: All, Construction: All, Materials &amp; Supplies: All</td>
</tr>
<tr>
<td>CLAUSE</td>
<td>TYPE OF PROCUREMENT</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Copeland Anti-Kickback Act</td>
<td>In Professional Services/A&amp;E</td>
</tr>
<tr>
<td>Section 1</td>
<td>In Operations/Management/Subrecipients</td>
</tr>
<tr>
<td>Section 2</td>
<td>In Revenue Management/Rolling Stock Purchase</td>
</tr>
<tr>
<td>Construction</td>
<td>In Materials &amp; Supplies</td>
</tr>
<tr>
<td>Contract Work Hours &amp; Safety Standards Act</td>
<td>In Professional Services/A&amp;E</td>
</tr>
<tr>
<td>Bonding</td>
<td>In Operations/Management/Subrecipients</td>
</tr>
<tr>
<td>Seismic Safety</td>
<td>A&amp;E for new buildings &amp; additions</td>
</tr>
<tr>
<td>Transit Employee Protective Arrangements</td>
<td>Transit operations funded with Section 5307, 5309, 5311 or 5316 funds</td>
</tr>
<tr>
<td>Charter Service Operations</td>
<td>All</td>
</tr>
<tr>
<td>School Bus Operations</td>
<td>All</td>
</tr>
<tr>
<td>Drug and Alcohol Testing</td>
<td>Transit operations funded with Section 5307, 5309 or 5311 funds</td>
</tr>
<tr>
<td>Patent Rights</td>
<td>Research &amp; development</td>
</tr>
<tr>
<td>Rights in Data and Copyrights requirements</td>
<td>Research &amp; development</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprises (DBEs)</td>
<td>All</td>
</tr>
<tr>
<td>Prompt Payment</td>
<td>All if threshold for DBE program met</td>
</tr>
<tr>
<td>Recycled Products</td>
<td>Contracts for items designated by EPA, when procuring $10,000 or more per year</td>
</tr>
<tr>
<td>ADA Access</td>
<td>A&amp;E</td>
</tr>
</tbody>
</table>

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(Excluding micro-purchases, except for construction contracts over $2,000)
RESOLUTION 14-23

ALLOWING ALL MADISON COUNTY, ILLINOIS STUDENTS IN GRADES 7-12 TO RIDE THE MCT FIXED ROUTE SYSTEM FREE OF CHARGE WITH THE 2014 MCT SUMMER YOUTH PASS

WHEREAS, the Madison County Mass Transit District (MCT) is the provider of multi-modal transportation services for Madison County, Illinois, including the MCT Fixed Route bus system, the Runabout Paratransit service, the 115 miles of separated Class One bikeways known as the MCT Trails, and RideFinders, the St. Louis regional rideshare program; and,

WHEREAS, gas prices continue to increase, creating a burden on families and on students requiring access to employment opportunities, classes, commercial districts, medical centers, recreation areas and other life-sustaining trips; and,

WHEREAS, educating Madison County students about the importance of alternative transportation modes to a community and to an individual includes not only instructing students, but also providing them with an opportunity to experience public transportation firsthand; and,

WHEREAS, for the last six years, MCT has provided Madison County students in grades 7-12 with unlimited boardings from Memorial Day to Labor Day on MCT Fixed Route buses through the MCT Summer Youth Pass (SYP) program; and,

WHEREAS, in 2013, MCT distributed nearly 20,000 Summer Youth Passes to students at 47 schools and organizations, accounting for more than 53,000 boardings, approximately 8% of all MCT Fixed Route ridership during the summer months.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:


ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this thirtieth day of January 2014.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagmayer

Rose Marie Chadwick

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 30, 2014, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:


I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this thirtieth day of January 2014.

Erin Werner