AGENDA
Board of Trustees Meeting
Madison County Mass Transit District
9:30 a.m., Thursday, May 25, 2017
One Transit Way, Granite City, Illinois

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<th>Item</th>
<th>Recommendation</th>
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<td>I. Pledge of Allegiance.</td>
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<td>II. Call to Order: Roll Call.</td>
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<td>III. Consideration of the minutes of the April 27, 2017 regular meeting for inclusion in the official records of the District.</td>
<td>Approval</td>
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<td>IV. Public Comments.</td>
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<td>V. Financial:</td>
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<td>A. Payments and Claims: Consideration of the April 2017 claims for payment.</td>
<td>Approval</td>
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<td>C. Presentation of the proposed FY 2018 Operating Budget: Mary Ruth Kettenbach, Director of Accounting.</td>
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<td>VI. Transit Service:</td>
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<td>A. Managing Director’s Report: Jerry J. Kane.</td>
<td>Information</td>
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<td>B. Resolution 17-29 Authorizing the adoption of the Madison County Mass Transit District’s revised Procurement Policies and Practices.</td>
<td>Approval</td>
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<td>C. Resolution 17-31 Authorizing the adoption of the revised rules for the Madison County Transit Trails.</td>
<td>Approval</td>
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<td>D. Resolution 17-32 Authorizing the execution of an amendment to the agreement to provide management services and operate public transit services between Madison County Mass Transit District and the Agency for Community Transit, Inc.</td>
<td>Approval</td>
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<td>VII. Other Business:</td>
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<td>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).</td>
<td>Approval</td>
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<tr>
<td>IX. Adjournment.</td>
<td>Approval</td>
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MINUTES
Board of Trustees Meeting
Madison County Mass Transit District
9:30 a.m., Thursday, April 27, 2017
One Transit Way, Granite City, Illinois

I. Pledge of Allegiance

Chairman Corbett led the reciting of the Pledge of Allegiance.

II. Call to Order: Roll Call

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

MEMBERS PRESENT: Daniel Corbett, J. Terry Allan, Edward Hagnauer, Ronald Jedda, and Bruce Malone

OTHERS PRESENT: John Papa, Legal Counsel; Mary Ruth Kettenbach, ACT; Erin Werner, ACT; and Rob Dorman, Madison County Government

III. Consideration of the Minutes of March 30, 2017

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE MINUTES OF THE MARCH 30, 2017 REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
RONALD JEDDA 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 March 2017 claims for payment: Mary Ruth Kettenbach, Director of Accounting, submitted the payments and claims.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE JEDDA, TO APPROVE THE PAYMENTS AND CLAIMS FOR MARCH 2017, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY AND GRANITE CITY TOWNSHIP.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE  
DANIEL CORBETT  AYE  
EDWARD HAGNAUER  AYE  
RONALD JEDDA  AYE  
BRUCE MALONE  AYE  

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY AND GRANITE CITY TOWNSHIP FOR MARCH 2017.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE  
DANIEL CORBETT  AYE  
EDWARD HAGNAUER  ABSTAIN  
RONALD JEDDA  AYE  
BRUCE MALONE  AYE  

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


A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE  
DANIEL CORBETT  AYE  
EDWARD HAGNAUER  AYE  
RONALD JEDDA  AYE  
BRUCE MALONE  AYE  

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Transit Service

A. Managing Director's Report: Mary Ruth Kettenbach, Director of Accounting, read the Managing Director's Report.

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

17-30 AUTHORIZING THE ADOPTION OF THE REVISED RULES FOR THE MADISON COUNTY TRANSIT TRAILS
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN         AYE
DANIEL CORBETT        AYE
EDWARD HAGNAUER      AYE
RONALD JEDDA          AYE
BRUCE MALONE          AYE

ALL AYES. NO NAYS. 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 ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER TO MOVE IN TO 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
DANIEL CORBETT        AYE
EDWARD HAGNAUER      AYE
RONALD JEDDA          AYE
BRUCE MALONE          AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO RETURN TO REGULAR SESSION.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN         AYE
DANIEL CORBETT        AYE
EDWARD HAGNAUER      AYE
RONALD JEDDA          AYE
BRUCE MALONE          AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IX. Adjournment

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO ADJOURN.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
RONALD JEDDA  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:03 a.m.

Respectfully submitted:

Erin Werner
RESOLUTION 17-29

AUTHORIZING THE 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, (repealed
“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
Federal Awards”, commonly referred to as the “Super Circular”, FTA’s procurement
Circular 4220.1F “Third Party Contracting Guidance”, 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 contracts and applicable
Federal, State and local requirements; and,

WHEREAS, the staff recommends the approval of the attached revised Procurement
Policies and Practices, dated May 2017, which incorporates the required changes in
policies and practices since the approval of the District’s Procurement Policies and

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 hereby adopts the attached revised
employees, officers, agents, and contractors in matters concerning the
acquisition of goods and services.

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, State and local
requirements, and will notify the Board of Trustees of any revisions and/or
changes to the document.
ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fifth day of May 2017.

Daniel L. Corbett, Chairman

J. Terry Allan
Ronald L. Jedda

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, May 25, 2017, 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, State and local requirements, and will notify the Board of Trustees of any revisions and/or changes to the document.

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 twenty-fifth day of May 2017.

Erin Werner
Madison County Mass Transit District
Granite City, Illinois

Procurement Policies and Practices

Revised May 2017
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1 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 regulatory 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, (repealed effective December 26, 2014), 2 CFR Part 1201, incorporating 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, commonly referred to as the “Super Circular”, as applicable. 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 requirements or guidelines issued by the respective state.

The remainder of this document is presented in three sections. Section 2 describes overall policies, procurement planning and administrative activities of the District, including a code of ethical standards required of District employees, agents and contractors when carrying out procurement actions. Section 3 provides guidance concerning contracting methods, including alternative types of procurements, and particular aspects of contracting, while Section 4 contains a compilation of required clauses for FTA-assisted contracts.

This document is meant to serve as a guideline. It is not meant to be comprehensive, in particular because legal obligations relative to procurements may change as a result of legislative or judicial action.

2 POLICIES AND PRACTICES

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

2.1 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 or 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 or illegal 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 experience or performance, financial and technical resources, cost, quality and delivery terms. The District will consider, employ in its reasonable discretion, breaking out contract work items into economically feasible units to facilitate Disadvantaged Business Enterprise (DBE) participation, to foster competition and obtain a more economical purchase.

2. Regulatory Standards

   The District will ensure that Federal and State-assisted procurement activities are conducted in a manner consistent with the regulatory standards described in 2 CFR 200.318. A written code of conduct in such procurements is incorporated into Section 2.4 of this document.
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 3.19 of this document to handle and resolve disputes arising from procurement actions, but such procedures, at the discretion of authorized District officials, are not exclusive, if a mutually agreeable method to resolve disputes is agreed to by the parties.

2.2 Procurement Planning
The District continually reviews the capital and operating needs of the transit system in order to anticipate and plan for specific provision of products and service. Annual and long range procurement planning is conducted by the Managing Director of the District with input from department directors or managers. This process is designed to ensure 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 four-year horizon encompassed by the Transportation Improvement Program (TIP) development process. Therefore, the District will conduct long term planning as is reasonably necessary 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 the future, it is not considered reasonable or 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 directors or 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, anticipated shifts in technology, and funding. 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.

2.3 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 a reasonable and 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 completion of the contract. The procurement files for Federally-assisted contracts will be retained for a minimum of three years as required by 2 CFR Part 200.333, 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. Proof of public advertisement and/or 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 (or other form of approval) adopted by the District’s Board of Trustees.
9. Notice to proceed, purchase order, executed contract, change orders and amendments.
10. Performance bond, payment bond, and project labor agreement.
11. Required insurance documents.
12. Record of protests.
14. Organizational conflict of interest review.
15. Contract administrative actions.

Procurement activities are administered by agency staff or agents under the direction of the District’s Board of Trustees and/or 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 or managers with input from the DBE officer, and administered by the Procurement Specialist.

2.4 Regulatory Procurement Practices

These provisions are intended to ensure that the District’s officers, employees, agents, contractors and Board members act in procurement matters in a manner as required by Federal and State statutes and regulations and past practices. Upon proof of a failure to comply, 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. Any such disciplinary action shall comply with the terms and conditions of any applicable statute, regulation or ordinance and any applicable contracts (including labor agreements).

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 if a conflict of interest, real or apparent, would be involved. This prohibition extends to such individuals during their tenure in office or employment and for one year thereafter. 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 individual described in subparagraphs (a), (b), or (c) hereof;
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.

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.

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 as described herein 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 CONTRACTING METHODS AND GUIDANCE

Federally-assisted contracts are subject to particular requirements of the Federal Acquisition Regulation (FAR), Code of Federal Regulations (CFR), and must comply with the requirements of FTA’s Master Grant Agreement executed between the District and FTA. Further FTA guidance and procurement methods are provided in FTA’s third party contracting guidance circular. Additionally, the District is subject to the public bidding requirements of the Illinois Local Mass Transit District Act (70 ILCS 3610/5.5) and also the Illinois Prevailing Wage Act (820 ILCS 130/) for applicable projects which are not federally funded.

3.1 Informal Procurements

The District will utilize informal procurement methods as described below for Federally-assisted purchases not more than $150,000 per the simplified acquisition threshold established by the Super Circular at 2 CFR Part 200.88, as adjusted or revised, and set by the FAR at 48 CFR Subpart 2.1 (Definitions).

1. Micro-Purchases

The District will handle procurements of property or services valued at $3,500 or less as micro-purchases. Davis-Bacon prevailing wage requirements, however, will apply to federally-funded construction contracts exceeding $2,000, even though the District may use 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, reasonable effort as to equitable distribution among qualified suppliers will be made, procurements will not be split to avoid competition, and the file will be documented with a statement as to how the fair and reasonable determination was derived.

2. Small Purchases

Small purchases are to be considered those with a value greater than $3,500 but not more than the simplified acquisition threshold as detailed above. The District will make reasonable attempts to solicit two 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. Of note, the Buy America public interest waiver which exempts “small purchases” from Buy America regulations is governed by the statute of 49 USC 5323(j)(13) and will not automatically increase above $150,000 should the FAR’s simplified acquisition threshold increase.

3.2 Formal Procurement Methods

The District will utilize a formal process for larger Federally-assisted procurements having a value greater than the simplified acquisition threshold of $150,000 and for non-Federally funded contracts for the construction or acquisition of services or public transportation facilities (other than real estate) involving a cost of more than $40,000 in order to comply with the public bidding requirement of the Illinois Local Mass Transit District Act (70 ILCS 3610/5.5). The Illinois Local Mass Transit District Act provides for exceptions to the public bidding requirement. Exceptions include, but are not limited to, the acquisition of professional or utility services and to other matters for which public bidding is disadvantageous, and the purchase of services agreements or other contracts, purchases or sales entered into by the District with any transportation agency or unit of local government.
When a formal process is used, bids or proposals will be publicly advertised. The District will place an advertisement in a general circulation publication such as the Edwardsville Intelligencer, St. Louis Post Dispatch, Granite City Herald, or Alton Telegraph, or a trade publication such as Passenger Transport. Additionally, publications that offer additional exposure to disadvantaged business enterprises may 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. An evaluation process will select the successful bidder on the basis of price and those price-related factors listed in the solicitation in order to generate a recommendation to the District’s Board of Trustees. The District may reject any or all bids if there is a sound business reason which shall be recorded or documented in the procurement file.

2. Request for Proposals (RFP)
   The District will utilize a formal RFP process 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, any 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 entity whose proposal is most advantageous and/or the best value to the District with price and other factors considered.

   All qualified RFP responses 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, responders understanding of the project, technical approach, price, and other specified evaluation factors. These criteria may be variably weighted as considered appropriate by the District. Signed copies of the evaluation forms will be retained in the procurement file.

3.3 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 the qualifications-based selection procedures of 40 U.S.C. Chapter 11, “Brooks Act” or equivalent State of Illinois procedures when contracting for program management, architectural engineering, 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 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 2 CFR Part 200. 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.
3.4 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 harmed 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 to be inadequate.

3.5 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 obtained by the District prior to receiving bids or proposals. A cost analysis should be used to verify the proposed cost, profit, and that 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, consideration will be given, at a minimum, to 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, if available.

3.6 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. Unnecessary 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 without having a substitutions process.
8. 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 due to state licensing requirements that don't conflict with Federal law and 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.
9. Any arbitrary action in the procurement process.
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.
14. Advance payments are prohibited except in limited circumstances or with prior FTA concurrence. Adequate security must be obtained.
3.7 Use of State Government Purchasing Schedules

The District is a member of the Illinois Joint Purchasing Program and is eligible to purchase commodities, services and equipment off of Illinois joint purchasing schedules. Purchases made with FTA-assistance must account for all required federal clauses and certifications with respect to the full Illinois contract amount, not the District’s purchase amount.

3.8 Bonding Requirements

Construction contracts 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 following bonding policies are applicable based on the specific project’s funding sources in order to comply with FTA’s requirements and the Illinois Public Construction Bond Act (30 ILCS 550/).

Bonds for Federally funded construction projects must be from qualified surety companies holding certificates of authority as an acceptable surety under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570), https://www.fiscal.treasury.gov/fsreports/rf/suretyBnd/c570.htm. Bonds for construction projects without federal funds may be from the company, agent or broker of the contractor’s choice but at a minimum must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., throughout the term of the contract or project, and any extension thereof.

1. Bid Guarantee. The District will require every bidder of a construction project 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, bank cashier’s check, or letter of irrevocable credit accompanying a bid to ensure that the bidder will honor its bid upon acceptance. Bid guarantee’s shall be required for:

   a. Non-Federally funded construction contracts more than $50,000
   b. Federally funded construction contracts more than $150,000

2. Performance Bond. The District will require every contractor receiving a contract award to obtain a performance 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 bank 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. Performance bonds are required for:

   a. Non-Federally funded construction contracts more than $50,000
   b. Federally funded construction contracts more than $150,000

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 bank cashier’s check or letter of irrevocable credit may be acceptable in lieu of the payment bond. Payment bonds shall be required for:

   a. Non-Federally funded construction contracts more than $50,000:
      ➢ 100% of the contract price
   b. Federally funded construction contracts more than $150,000:
      ➢ More than $150,000 but not more than $1 Million. 50% of the contract price
      ➢ More than $1 Million but not more than $5 Million. 40% of the contract price
      ➢ More than $5 Million. $2,500,000
3.9 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.

3.10 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.

3.11 Organizational Conflict of Interest

When outside sources are used to perform a project's technical, financial, or management duties for State and/or Federally-assisted projects, then an analysis of the contractor will be performed by the District in order to identify and evaluate potential organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage. An organizational conflict of interest occurs when any of the following circumstances arise: 1) lack of impartiality or impaired objectivity; 2) unequal access to information; or 3) biased ground rules. The District may take all reasonable actions to resolve and end any organizational conflict of interest.

3.12 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 ten (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, nor will further adjustment be allowed after final payment is made under the contract.

3.13 Revenue Contracts

Revenue contracts are those in which the District provides access to public transportation assets for the primary purpose of either producing revenue in connection with an activity related to public transportation, or creating business opportunities with the use of FTA-assisted property. 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.

3.14 Use of Liquidated Damages

The District may incorporate liquidated damages into contracts. 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.
3.15 Responsibility Requirements

Contract awards will only be made to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.16 Lease vs. Purchase

Where appropriate, consideration will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

3.17 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.

3.18 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, but are not limited to, typographical errors, errors in extending unit prices, and transposition errors.

3. Mistakes Where Intended Correct Bid is not Evident
   The District retains the discretion to allow a bidder to withdraw a bid, if the bidder submits proof satisfactory to the District that the bid contains substantive 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, actual notice in writing 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 substance of the
   bid. 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 contractor has the duty to submit sufficient evidence to support its position. The alleged
   mistake must be proven by clear and convincing evidence that a mistake was indeed made. The contractor
   shall 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 serve 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 correction(s) to the bid will be allowed.

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.

3.19 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) in writing 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 for a procurement 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 after the 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 obtained or 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 which were the subject of the bid.

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 decision of the District’s Managing Director, the protesting party may, within five (5) calendar days following receipt of such written decision, appeal the 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 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 has sole discretion to proceed with the procurement process prior to resolution of protest if the District determines that:

a. The District’s need for the goods or services is exigent; or
b. The protest appears 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 harm to District, FTA or other affected party.

3.20 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.

The protester must exhaust its administrative remedies through the District by pursuing the District’s protest procedures to completion before appealing any 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 from the District 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.

Any protestor must file with the FTA Region V Office in Chicago, Illinois with a concurrent copy to the District. FTA policies shall be followed.
4 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)

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TYPE OF PROCUREMENT</th>
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<tbody>
<tr>
<td></td>
<td>Professional Services/A&amp;E</td>
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<tr>
<td>No federal government obligations to third-parties by use of a disclaimer</td>
<td>All</td>
</tr>
<tr>
<td>Program fraud and false or fraudulent statements and related acts</td>
<td>All</td>
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<tr>
<td>Access to Records</td>
<td>All</td>
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<tr>
<td>Federal changes</td>
<td>All</td>
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<tr>
<td>Civil Rights (EEO, Title VI &amp; ADA)</td>
<td>All</td>
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<tr>
<td>Incorporation of FTA Terms</td>
<td>All</td>
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<tr>
<td>Energy Conservation</td>
<td>All</td>
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<tr>
<td>Termination Provisions</td>
<td>&gt;$10,000</td>
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<tr>
<td>Debarment and Suspension</td>
<td>&gt;$25,000</td>
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<tr>
<td>Buy America</td>
<td>&gt;$150,000</td>
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<tr>
<td>Provisions for resolution of disputes, breaches, or other litigation</td>
<td>&gt;$150,000</td>
</tr>
<tr>
<td>Lobbying</td>
<td>&gt;$100,000</td>
</tr>
<tr>
<td>Clean Air</td>
<td>&gt;$150,000</td>
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<tr>
<td>Clean Water</td>
<td>&gt;$150,000</td>
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<tr>
<td>Cargo Preference</td>
<td>Involving property that may be transported by ocean vessel</td>
</tr>
<tr>
<td>Fly America</td>
<td>Involving foreign transport or travel by air</td>
</tr>
<tr>
<td>Davis Bacon Act</td>
<td>&gt;$2,000</td>
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### APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
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<td>Section 1</td>
<td></td>
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<td>Section 2</td>
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<tr>
<td>Contract Work Hours &amp; Safety</td>
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<tr>
<td>Standards Act</td>
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<tr>
<td>Bonding</td>
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<tr>
<td>Seismic Safety</td>
<td>A&amp;E for new buildings &amp; additions</td>
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<tr>
<td>Transit Employee Protective</td>
<td>Transit operations funded with Section 5307, 5309, 5311 or 5316 funds</td>
</tr>
<tr>
<td>Arrangements</td>
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<tr>
<td>Charter Service Operations</td>
<td>All</td>
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<tr>
<td>School Bus Operations</td>
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<td>Drug and Alcohol Testing</td>
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<td>Patent Rights</td>
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<td>Rights in Data and Copyrights</td>
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<tr>
<td>requirements</td>
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<tr>
<td>Disadvantaged Business Enterprises (DBEs)</td>
<td>All</td>
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<tr>
<td>Prompt Payment</td>
<td>All if threshold for DBE program met</td>
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<tr>
<td>Recycled Products</td>
<td>Contracts for items designated by EPA, when procuring $10,000 or more per year</td>
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<tr>
<td>ADA Access</td>
<td>A&amp;E</td>
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RESOLUTION 17-31

AUTHORIZING THE ADOPTION OF THE REVISED RULES
FOR THE MADISON COUNTY TRANSIT TRAILS

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 General Assembly of the State of Illinois requires that mass transit, as a public service, be operated and maintained for the use of the citizens of the District efficiently, reliably, safely, and as a least-cost service; and,

WHEREAS, the Local Mass Transit District Act, 70 ILCS 3610/5 (14) provides for the general powers of the Board of Trustees of the District to include “to use its established funds, personnel, and other resources to acquire, construct, operate and maintain bikeways and trails. Districts may cooperate with other governmental and private agencies in bikeway and trail programs”; and,

WHEREAS, in 1993, the District began its trail efforts utilizing 16 USC 1247 (8)(d) of the Rails to Trails Act to preserve former railroad corridors for future light rail possibilities and interim trail use; and,

WHEREAS, the District subsequently acquired more than 100 miles of former railroad alignments and developed over 125 miles of separated Class One bikeways known as the MCT Trails, connecting many of the municipalities within the county; and,

WHEREAS, the District’s MCT Trails, serving as linear parks and providing a free, family-friendly recreation option, have significantly improved the quality of life for the District’s residents, have become a magnet for new homebuyers, have grown in popularity as a venue for fundraising events, such as bicycle rides and walks, and have created a tourist destination that is unique in the Midwest; and,

WHEREAS, the District, to promote the safe and enjoyable usage of MCT Trails, and to protect the District’s public property, has developed the attached revised MCT Trail Rules.

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 hereby adopts the attached revised MCT Trail Rules.

2. 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 and directed to take any and all actions as may be reasonably required to implement and enforce the revised MCT Trail Rules and to edit, amend, append, or suspend the rules, in whole or in part, from time to time, in order to insure the safety and welfare of the users of MCT Trails and to protect the District’s property, in the best interest of the District.
ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fifth day of May 2017.

Daniel L. Corbett, Chairman

J. Terry Allan

Ronald L. Jedda

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, May 25, 2017, 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 hereby adopts the attached revised MCT Trail Rules.

2. 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 and directed to take any and all actions as may be reasonably required to implement and enforce the revised MCT Trail Rules and to edit, amend, append, or suspend the rules, in whole or in part, from time to time, in order to insure the safety and welfare of the users of MCT Trails and to protect the District’s property, in the best interest of the 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 twenty-fifth day of May 2017.

Erin Werner
Madison County Transit  
MCT Trail Rules

Availability
MCT Trails shall be operated and utilized in such a manner as to maximize the intended benefits to and for the general public. MCT Trails shall be maintained in a manner as to promote the safe and enjoyable usage of the facilities by the public. MCT Trails shall be open to the public for use and enjoyment without regard to race, color, disability, creed or national origin.

MCT Trails are open to the public from Sunrise (Dawn) to Sunset (Dusk). Portions of MCT Trails may be closed from time to time for maintenance.

Permitted Uses
- Walking, running, rollerblading, skating, skateboarding, bicycling, including electric bicycles, and bicycle trailers.
- MCT Trails are accessible to persons using walkers and wheelchairs, including motorized wheelchairs.
- Leashed pets are permitted but must be controlled on leashes six feet long or less and must remain within their caretakers designated lane. Caretakers are responsible for cleaning up after their pet and properly disposing of pet waste.
- Authorized Events are subject to an approved application:
  1. An Application for Use of MCT Trails must be submitted to the Madison County Mass Transit District at least sixty days prior to the event by the Lead Event Host. The Lead Event Host is defined as an Illinois unit of local government or a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code, and must be organized and operated exclusively for exempt purposes as set forth in section 501(c)(3). The Lead Event Host must have an approved application if it intends to use any portion of the MCT Trails and/or a MCT Park & Ride Lot for a publicized organized event (run, walk, bike ride, trail cleanup event, or similar event). The Lead Event Host must be openly advertised as such at the event.
  2. Due to safety concerns, all events held on MCT Trails are only allowed under the following conditions:
     a. Event start line and finish line cannot be on MCT Trails. Participants must travel an adequate distance before entering MCT Trails to prevent congestion on MCT Trails.
     b. Event must have a rolling start or wave start and must allow sufficient time and distance between participants entering the event course. Mass starts are not allowed.
  3. MCT Trails always remain open to the public during organized events. No area of MCT Trails/MCT Park & Ride Lots may be fenced, blocked, or otherwise made inaccessible to the public.

Prohibited Uses and Activities
- No unauthorized motor vehicles, gasoline powered bicycles, internal combustion engine powered vehicles of any kind, or all-terrain vehicles (ATVs) are allowed on the MCT Trails at any time.
- No horses or horseback riding allowed.
- No hunting allowed.
- No alcoholic beverages, illegal drugs, fireworks of any kind, or firearms, except as provided by the Firearm Concealed Carry Act (430 ILCS 66), are allowed.
- No dumping of any kind, including grass clippings, branches or yard waste.
- No unauthorized marking or signage permitted on MCT Trails for any reason.
- Commercial use of MCT property is not allowed, except as provided in Permitted Uses and Authorized Events sections above.
- Bicycle races and/or peloton bicycle riding are never allowed on MCT Trails.

Speed Limit: Maximum speed is 15 mph. Please travel at a reasonable speed, in a consistent and predictable manner. Always slow down when approaching maintenance crews.

Revised 5/25/2017
RESOLUTION 17-32

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGEMENT SERVICES AND OPERATE PUBLIC TRANSIT SERVICES BETWEEN MADISON COUNTY MASS TRANSIT DISTRICT AND THE AGENCY FOR COMMUNITY TRANSIT, INC.

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.), to foster an improved coordinated transportation system; and,

WHEREAS, the District has the responsibility to operate and maintain mass transit as a public service for the welfare of the residents of the District and the vitality of Madison County, Illinois; and,

WHEREAS, the District has maintained agreements with the Agency for Community Transit, Inc. (Agency) to provide paratransit bus service, public fixed-route bus service, and management for the District since 1986; and,

WHEREAS, the District executed an Agreement most recently on June 7, 2005, with the Agency to provide paratransit bus service, public fixed-route bus service, maintenance of the District's assets, rideshare services for the greater St. Louis region, design, construction and maintenance of the District's bikeways and trails, and to provide the District's general management and administrative services; and,

WHEREAS, the Agreement between the District and the Agency for the services described herein continue through the end of the current option (now June 30, 2020); and,

WHEREAS, the District and the Agency are both desirous of amending the current Agreement to identify the level of transit service provided for specific fiscal periods and to allow for a flexible funding arrangement in future fiscal periods.

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 agrees to reimburse the Agency for Community Transit, Inc. for the total operating costs to provide paratransit and fixed-route services and the costs of associated services as set forth in Section 2 and APPENDIX A and APPENDIX B for the period July 1, 2017 through June 30, 2018, an amount not to exceed twenty million, five hundred thousand dollars ($20,500,000).
ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fifth day of May 2017.

Daniel L. Corbett, Chairman

J. Terry Allan

Ronald L. Jedda

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, May 25, 2017, 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 agrees to reimburse the Agency for Community Transit, Inc. for the total operating costs to provide paratransit and fixed-route services and the costs of associated services as set forth in Section 2 and APPENDIX A and APPENDIX B for the period July 1, 2017 through June 30, 2018, an amount not to exceed twenty million, five hundred thousand dollars ($20,500,000).

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 twenty-fifth day of May 2017.

Erin Werner